

WAREHOUSE RECEIPT TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS

"Warehouse" means Onboard Logistics USA Inc. and its subsidiaries, related companies, agents, or representatives (collectively, "Warehouse"). "Depositor" means the shipper, consignee, owner of the Goods or its agents, including, without limitation, motor carriers, drayage companies, forwarders, brokers, or any entity that places or maintains a chassis/trailer pool at any of Warehouse's facilities. "Equipment" means any chassis, container, trailer, or tractor. "Goods" means the merchandise, cargo, or freight that Depositor tenders for storage, set forth on the front page of this Warehouse receipt. "Yard Storage" means the placement of containers or trailers, with or without tractors, empty or loaded, secured or unsecured, in the yard of Warehouse for the benefit of Depositor or the Goods. "Bonded Goods" means Goods held under U.S. Customs and Border Protection ("CBP") bond or control. "Contract" means this Warehouse Receipt Terms and Conditions of Contract which are also available online at <http://www.onboardlogistics.net/terms&conditions/OnboardUS-Warehouse.pdf>

2. ACCEPTANCE

(a) This Contract, including accessorial charges that may be attached hereto, must be accepted within 30 days from the proposal date by signature of Depositor (including electronic signature or other electronic acceptance). In the absence of written acceptance, the act of tendering Goods described herein for storage or other services by Warehouse within 30 days of the proposal date shall constitute acceptance by Depositor. Depositor has had the opportunity to review and inspect the warehouse facility ("Facility"). (b) 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 as provided in paragraph (a) of this section, Warehouse may refuse to accept such Goods. If Warehouse accepts such Goods, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouse and to all terms of this Contract. (c) Any Goods accepted by Warehouse shall constitute Goods under this Contract. (d) This Contract may be canceled by either party 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.

3. SHIPPING

Except where Onboard Logistics USA Inc. is acting as an ocean transportation intermediary (NVOCC or ocean freight forwarder), indirect air carrier or air freight forwarder, or customs bonded carrier with respect to the Goods, Depositor shall not designate Warehouse to be the consignee for any Goods under any bill of lading, waybill, air waybill, or any other transportation contract, receipt, or delivery document. If, in violation of the terms of this Contract, Goods arrive at Warehouse and it is the named consignee, then Depositor agrees to notify the carrier in writing prior to such shipment, with copy of such notice to Warehouse, that Warehouse is in fact a warehouse that has no beneficial title or interest in such Goods and Depositor further agrees to indemnify and hold Warehouse harmless from and against any claims for unpaid transportation charges, including, without limitation, undercharges, demurrage, detention, or charges of any nature, that arise out of or are in any way connected to the Goods. Depositor further agrees that if it fails to notify the carrier as the preceding sentence requires, then Warehouse shall have the right to refuse such Goods, and it shall not be liable or responsible for any loss, injury, or damage that arises out of or is in any way connected to such Goods.

4. TENDER FOR STORAGE

(a) All Goods shall be delivered at the Facility properly marked and packaged for storage and handling. 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. (b) Depositor shall not tender hazardous materials, dangerous goods, or any Goods regulated under 49 CFR Parts 171-180, the IMDG Code, or the IATA Dangerous Goods Regulations without Warehouse's prior written consent and complete, accurate documentation, including safety data sheets and emergency response information. Warehouse may refuse any such Goods tendered without its prior written consent.

5. STORAGE PERIOD AND CHARGES

(a) Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month. (b) The storage month begins on the date that Warehouse 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 the 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 in writing by Warehouse and Depositor, 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 Warehouse are not effective until delivered to and accepted by Warehouse, and all charges up to the time transfer is made are chargeable to Depositor. If a transfer involves rehandling the Goods, then such 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. (b) Warehouse reserves the right to move, at its expense, 14 days after notice is sent by certified mail or overnight delivery to Depositor, any Goods in storage from the Facility in which they may be stored to any other of Warehouse's Facilities, subject, in the case of Bonded Goods, to CBP authorization. Warehouse will store the Goods at and may without notice move the Goods within and between, any one or more of the warehouse buildings that comprise the Facility identified on the front of this Contract. (c) Warehouse may, upon written notice of not less than 30 days, require the Depositor and any other person known by Warehouse to claim an interest in the Goods to remove 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, then Warehouse may sell them in accordance with applicable law. (d) If Warehouse in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Warehouse's lien before the end of the 30-day notice period referred to in section 6(c), then Warehouse may specify in the notification any reasonable shorter time for removal of the 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. (e) If as a result of a quality or condition of the Goods of which Warehouse had no notice at the time of deposit the Goods are a hazard to other property or to the Facility or to persons, then Warehouse 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 Warehouse after a reasonable effort is unable to sell the Goods, then 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, Warehouse may remove the Goods from the Facility and shall incur no liability by reason of such removal. (f) Goods that remain unclaimed may be sold or disposed of only in accordance with Warehouse's lien enforcement rights under this Contract and applicable law, including Chapter 677, Florida Statutes. Unclaimed Bonded Goods shall be handled in accordance with CBP general order requirements, including 19 CFR Part 127, and nothing in this Contract transfers title to any Bonded Goods to Warehouse.

7. HANDLING

(a) The handling charge covers the ordinary labor involved in receiving Goods at warehouse doors, placing Goods in storage, and returning Goods to warehouse door. Handling charges are due and payable on receipt of Goods. (b) Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by Warehouse 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 Depositor. (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, Warehouse may make an additional charge for each order or each item of an order. (e) Warehouse shall not be liable 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 Warehouse has failed to exercise reasonable care.

8. DELIVERY REQUIREMENTS

(a) No Goods shall be delivered or transferred except upon receipt by Warehouse of Depositor's complete written instructions and, for Bonded Goods, CBP release or authorization. Written instructions shall include, but are not limited to, fax, EDI, e-mail or similar communication, provided Warehouse has no liability when relying on the information contained in the communication as received. Goods may be delivered upon instruction by telephone in accordance with Depositor's prior written authorization, but Warehouse shall not be responsible for loss or error occasioned thereby. (b) When Goods are ordered out a reasonable time shall be given Warehouse to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond Warehouse's control, or because of loss of or damage to Goods for which Warehouse is not liable, or because of any other excuse provided by law, Warehouse 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. EXTRA SERVICES

(a) Warehouse labor required for services other than ordinary handling and storage will be charged to Depositor.

(b) Special services requested by Depositor, including compiling of special stock statements, reporting marked weights, serial numbers, or other data from packages, physically checking the Goods, and handling transit billing will be subject to a charge. (c) Dunnage, bracing, packing materials, or other special supplies, may be provided for Depositor at a charge in addition to Warehouse's cost. (d) By prior arrangement and for an additional charge, Warehouse may receive or deliver Goods outside normal business hours. (e) Communication expense, including postage, overnight delivery, or telephone, may be charged to Depositor if such concern more than normal inventory reporting or if, at the request of Depositor, communications are by other than first-class United States mail.

10. 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 and Border Protection bond, Warehouse shall have no liability for Goods seized or removed by U.S. Customs and Border Protection. (c) Depositor shall be responsible for, and shall indemnify and hold Warehouse harmless from, all duties, taxes, fees, fines, penalties, and liquidated damages assessed by CBP or any other governmental authority arising from Depositor's acts or omissions or from inaccurate or incomplete information furnished by or for Depositor. (d) Warehouse shall not be liable for any delay, hold, examination, or inspection of Goods by CBP or any other governmental authority. All costs of such examinations, including dunnage, handling, transportation, and storage, shall be charged to Depositor. (e) Bonded Goods not entered or exported within the time permitted by CBP regulations may be transferred to a general order warehouse in accordance with 19 CFR Part 127, and all resulting costs shall be charged to Depositor. (f) No Bonded Goods shall be delivered, transferred, or released except upon CBP release or authorization, regardless of any instruction from Depositor.

11. MINIMUM CHARGES

(a) A minimum handling charge per lot and a minimum storage charge per lot per month will apply. 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 apply. (b) A minimum monthly charge for one account for storage or handling will apply. That charge will also apply to each account when one customer has several accounts, each requiring separate records and billing.

12. LIABILITY AND LIMITATION OF DAMAGES

(a) Warehouse shall not be liable for any loss of or damage to Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by Warehouse to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances. Warehouse shall not be liable for damages that could not have been avoided by the exercise of such care. (b) Goods are not insured by Warehouse against loss or damage, however caused. (c) Depositor declares that damages are limited to \$[0.50] per pound (\$[] per kilogram) of the Goods lost or damaged, provided, however, that such liability may at the time of acceptance of this Contract as provided in section 2 be increased upon Depositor's written request on part or all the Goods hereunder in which event an additional monthly charge will apply based upon such increased valuation. Where loss or damage occurs to tendered, stored, or handled Goods for which Warehouse 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 of or damage to the Goods.

13. NOTICE OF CLAIM AND FILING OF SUIT

(a) Claims by Depositor and all other persons must be presented in writing to Warehouse within a reasonable time, and in no event any later than the earlier of (i) 30 days after delivery of the Goods by Warehouse or (ii) 30 days after Depositor is notified by Warehouse that loss or damage to part or all of the Goods has occurred. (b) No lawsuit or other action may be maintained by Depositor or others against Warehouse for loss or damage to the Goods unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawsuit or other action is commenced by no later than the earlier of (i) nine months after date of delivery by Warehouse or (ii) 3 months after Depositor is notified that loss or damage to part or all of the Goods has occurred. (c) When Goods have not been delivered, notice may be given of known loss of or damage to the Goods by mailing a letter via certified mail or overnight delivery to Depositor. Time limitations for presentation of claim in writing and maintaining of a claim after notice begin on the date of mailing of such notice by Warehouse.

14. NO LIABILITY FOR CONSEQUENTIAL DAMAGES

Warehouse shall not be liable for any loss of profit or for any special, indirect, or consequential damages of any kind whatsoever.

15. LIABILITY FOR MISSHIPMENT

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

16. MYSTERIOUS DISAPPEARANCE

Warehouses shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if Depositor establishes such loss occurred because of Warehouse's failure to exercise the care required of Warehouse under Section 12. Any presumption of conversion imposed by law shall not apply to such loss and claim by Depositor of conversion must be established by affirmative evidence that Warehouse converted the Goods to Warehouse's own use.

17. RIGHT TO STORE GOODS

Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Warehouse. Depositor agrees to indemnify and hold Warehouse harmless from and against any loss, cost, and expense, including reasonable attorneys' fees, which Warehouse pays or incurs as a result of any dispute or litigation, whether instituted by Warehouse 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 Warehouse's lien.

18. ACCURATE INFORMATION; TRADE COMPLIANCE

(a) Depositor will provide Warehouse with information concerning the Goods that is accurate, complete, and sufficient to allow Warehouse to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Depositor will indemnify and hold Warehouse harmless from and against any loss, cost, penalty, and expense, including reasonable attorneys' fees, which Warehouse pays or incurs as a result of Depositor's failing to fully discharge that obligation, including fines and penalties assessed by CBP, the Bureau of Industry and Security, the Transportation Security Administration, or any other governmental authority. (b) Before tender, Depositor shall disclose in writing whether any Goods are subject to the Export Administration Regulations (other than EAR99), the International Traffic in Arms Regulations, U.S. sanctions administered by the Office of Foreign Assets Control, or any other export control or import restriction, and shall provide the applicable classification (such as ECCN or USML category). (c) Warehouse may screen Depositor, the Goods, and any party to a related transaction against U.S. government restricted-party lists, and may refuse, hold, or decline to release any Goods, without liability, pending resolution of any potential match or compliance concern. Storage and handling charges continue to accrue during any such hold.

19. SEVERABILITY AND WAIVER

(a) If any provision of this Contract 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, then the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect. (b) Warehouse's failure to require strict compliance with any provision of this Contract shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision of this Contract. (c) This Contract shall be binding upon the heirs, executors, successors, and assigns of both Depositor and Warehouse; contain the sole agreement governing Goods tendered to Warehouse; and, cannot be modified except by a writing signed by Warehouse and Depositor.

20. GENERAL AND SPECIFIC LIEN

Warehouse shall have a general and a specific lien for all lawful charges for storage and preservation of the Goods or Depositor-owned Equipment, and also, for money Warehouse has advanced, interest, insurance, transportation, labor, weighing, cooping, and other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. Warehouse shall further have a general warehouse lien for all such charges, advances and expenses with respect to any other goods stored by Depositor in any other facility owned or operated by Warehouse. To protect its lien, Warehouse reserves the right to require advance payment of all charges prior to shipment of Goods. Warehouse reserves the right to exercise its lien rights under the terms of any applicable law or agreement between Depositor and Warehouse. Depositor agrees that Warehouse's general lien shall survive delivery.

21. YARD STORAGE

The liability of Warehouse for any Yard Storage of containers or trailers, whether loaded or empty, secured, or unsecured, shall be subject to this Contract.

22. MANDATORY LAW, VENUE, AND JURISDICTION

(a) MANDATORY CHOICE OF LAW. Depositor agrees that all claims or disputes arising out of or in any way connected to the Goods or to this Contract shall be determined under the laws of the State of Florida, without regard to its conflict of laws rules.

(b) MANDATORY VENUE. The exclusive and mandatory venue for any of the above claims or disputes shall be the United States District Court for the Southern District of Florida, Miami Division, to the exclusion of all other courts. But if in the plaintiff's judgment there were to be no federal subject matter jurisdiction as to a given claim or dispute, then the exclusive and mandatory venue for any of the above claims or disputes would become the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida to the exclusion of all other courts, subject to the defendant's right to remove the action to the above federal court if, in the defendant's judgment, there exists federal subject matter jurisdiction as to the given claim or dispute.

(c) MANDATORY CONSENT AND WAIVER. Warehouse and Depositor agree to irrevocably submit to the personal jurisdiction of the above courts, and thereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

23. PAYMENT; LATE CHARGES; COLLECTION COSTS

(a) Unless otherwise agreed in writing, all charges are due as stated in this Contract or, if not stated, within [] days of the invoice date.

(b) Past-due amounts shall bear interest at the lesser of [] % per month or the maximum rate permitted by applicable law.

(c) Depositor shall reimburse Warehouse for all costs of collection and enforcement of this Contract, including reasonable attorneys' fees and court costs, whether suit is filed.

24. NOTICES

Notices to Warehouse under this Contract shall be sent to: Onboard Logistics USA Inc., [street address], Miami, Florida [ZIP], Attention: [title], with a copy by e-mail address]. Notices to Depositor shall be sent to the address shown in front of this receipt or to Depositor's last known place of business. Either party may change its notice address by written notice to the other.