Lineage General Terms and Conditions of Warehouse Receipt

Lineage Logistics, LLC and Affiliates
CONTRACT TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS
As used in this Warehouse Receipt (this "WAREHOUSE RECEIPT") the following terms have the following meanings:
(a) STORER. The person, firm, corporation, or other entity for whom the GOODS described herein are stored and to whom this WAREHOUSE RECEIPT is issued and anyone else claiming an interest in the GOODS.
(b) WAREHOUSE. Lineage Logistics, LLC or any of its individual affiliated entities or managers (including, without limitation, Coolport Management LLC) that may provide services to STORER. As used in Sections 9 and 10 hereof, WAREHOUSE includes (i) officers, directors, managers, employees, and agents of WAREHOUSE and, (ii) in instances where WAREHOUSE manages a FACILITY for a third-party owner, such third-party owner, in each case, while acting within the scope and course of their duties.
(c) ADVANCE. All sums due or claimed to be due to WAREHOUSE from STORER or others relating to the GOODS regardless of the source, whether liquidated or not, including, but not limited to, loans, disbursements, or charges made for or on account of STORER or the GOODS necessary for preservation of the GOODS or reasonably incurred in their sale pursuant to law.
(d) FACILITY. The warehouse facility or complex in which the GOODS are stored and/or handled.
(e) GOODS. The personal property and/or any portion thereof that is described herein and/or that WAREHOUSE has agreed to receive and/or store pursuant to this WAREHOUSE RECEIPT.
(f) AGREEMENT. Any agreement between STORER and WAREHOUSE pursuant to which WAREHOUSE provides services relating to the GOODS and that incorporates the terms of this WAREHOUSE RECEIPT.

SECTION 2 - TENDER FOR STORAGE
(a) STORER agrees that all GOODS for storage shall be delivered at the FACILITY in a segregated manner, properly marked and packaged for storage and handling. WAREHOUSE shall not be deemed to have received the GOODS until it has (i) physically removed the GOODS from the trailer/container and placed the GOODS in the FACILITY and (ii) signed for the GOODS on the bill of lading.
(b) STORER 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 WAREHOUSE and charged at the applicable rate.
(c) WAREHOUSE is not a guarantor of the condition of the 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 WAREHOUSE.
(d) Receipt and delivery of the GOODS shall be made without subsequent sorting except by special arrangement and subject to a charge.
(e) WAREHOUSE shall store and deliver the GOODS only in the packages in which they are originally received unless otherwise agreed to in writing.
(f) Unless STORER shall have given, at or prior to delivery of the GOODS, written instructions to the contrary, WAREHOUSE, in its discretion, may commingle and store in bulk different lots of fungible GOODS, whether or not owned by the same STORER.
(g) WAREHOUSE shall not be responsible for segregating the GOODS by production code date unless specifically agreed to in writing.
(h) STORER agrees that all GOODS shipped to WAREHOUSE shall identify STORER on the bill of lading or other contract of carriage as the consignee, in care of WAREHOUSE, and shall not identify WAREHOUSE as the consignee. If, contrary to this requirement, the GOODS are shipped to WAREHOUSE as consignee or shipped from WAREHOUSE as named shipper or consignor on the bill of lading or other contract of carriage, STORER agrees to immediately notify carrier in writing, with copy of such notice to WAREHOUSE, that WAREHOUSE named as consignee is the "in care of party" only and has no beneficial title or interest in the GOODS. Furthermore, WAREHOUSE 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 WAREHOUSE is incorrectly identified as named consignee, or STORER fails to notify carrier of the incorrect identification on the bill of lading or other contract of carriage, under no circumstances shall WAREHOUSE be considered the consignee for purposes of identifying the "importer" under applicable local law. The parties further agree that, regardless of whether WAREHOUSE is named as an "agent" for any trade or regulatory purposes, or receives notification from the U.S., Canadian, or applicable local government with respect to confirmation of WAREHOUSE'S status as "agent", under no circumstances shall WAREHOUSE be an agent for purposes of identifying the "importer." WAREHOUSE shall not be responsible for complying with or performing the duties required of an "importer" under any applicable law. Whether WAREHOUSE accepts or refuses the GOODS shipped in violation of this Section, STORER agrees to indemnify and hold WAREHOUSE harmless from all liabilities, suits, claims, causes of action, or losses ("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 STORER'S failure to comply with the requirements of this Section.
(i) WAREHOUSE shall not be responsible for normal product deterioration that results from extended storage.

SECTION 3 - TERMINATION OF STORAGE
(a) WAREHOUSE may, upon written notice, require the removal of the GOODS, or any portion thereof, from the FACILITY, not less than 30 days after such notification. Such notice may be given to the last known place of business of the person to be notified or any other address provided by STORER to WAREHOUSE. If said GOODS are not removed, WAREHOUSE may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said GOODS.
(b) If, in the opinion of WAREHOUSE, GOODS may be 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 3(a), 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.
(c) If (i) 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, the FACILITY, or to persons, or (ii) at any time during storage, storage of the GOODS at the FACILITY is not in compliance with regulations or laws, then WAREHOUSE may: (A) place GOODS on hold; (B) sell the GOODS at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the GOODS, (C) return the

GOODS freight collect, or (D) dispose of the GOODS. 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.
(d) If, after reasonable effort, WAREHOUSE is unable to sell the GOODS pursuant to its lien or this Section, WAREHOUSE may dispose of the GOODS in any lawful manner at STORER's cost and shall incur no liability by reason of such disposition.

SECTION 4 - STORAGE LOCATION
(a) The GOODS shall be stored at WAREHOUSE's discretion at any one or more buildings at the FACILITY. The identification of any specific location within the FACILITY does not guarantee that the GOODS shall be stored therein.
(b) WAREHOUSE may, at any time, at its expense and without notice to STORER, remove any GOODS from any room, building, or area of the FACILITY to any other room, building, or area thereof.
(c) Upon 10 days written notice to STORER, WAREHOUSE may, at its expense, move the GOODS to any other warehouse operated by WAREHOUSE.

SECTION 5- STORAGE CHARGES
(a) Storage charges commence upon the date that WAREHOUSE receives the GOODS pursuant to Section 2(a), regardless of the date the WAREHOUSE RECEIPT is issued.
(b) 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 first and 15th day, 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 first day of the next calendar month and each month thereafter on all GOODS then remaining in storage.
(c) If storage rates are quoted on an "Anniversary Basis" the storage month shall extend from the date of receipt in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge shall apply on receipt of the GOODS, and an additional monthly storage charge shall apply on each successive storage month on all GOODS then remaining in storage.
(d) If storage rates are quoted on a time-period basis (e.g., 30-day, 14-day, etc.) the storage period shall extend from the date of receipt for the duration of such quoted time period. A full charge for such time period shall apply on receipt of the GOODS and an additional time-period storage charge shall apply on the first day of each successive time period on all GOODS then remaining in storage.
(e) WAREHOUSE's storage and other charges are set forth in the rate quotation or other document issued by WAREHOUSE to STORER and/or WAREHOUSE'S tariff and may be increased on 30 days' notice to STORER.
(f) Unless WAREHOUSE specifies otherwise, all storage charges are fully earned and due and payable on the date of receipt of the GOODS for the initial storage period and thereafter on the first day of each subsequent storage period.
(g) Rates quoted by weight will, unless otherwise specified, be computed on gross weight.

SECTION 6 - HANDLING CHARGES
(a) Unless otherwise specified, handling charges cover only the ordinary labor involved in receiving the GOODS on pallets at the FACILITY's dock door, placing the GOODS in storage and returning the GOODS to the FACILITY's dock door during normal FACILITY hours. Handling charges are due and payable on receipt of the GOODS pursuant to Section 2(a).
(b) Unless otherwise specified, a charge in addition to the regular handling charges will be made for (i) unloading and loading the GOODS and any work performed by WAREHOUSE other than specified in Section 6(a) and/or (ii) unloading from or loading into cars or other vehicles not at the FACILITY's dock door.
(c) Labor and materials used in loading rail cars or other vehicles are chargeable to STORER.
(d) When the 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) Delivery by WAREHOUSE 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 7 - TRANSFER OF TITLE; DELIVERY
(a) Instructions by STORER to transfer the GOODS to the account of another are not effective until accepted by WAREHOUSE. Charges will be made for each transfer and, if a transfer involves re-handling the GOODS, such will be subject to charge. When the 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 transfer. WAREHOUSE reserves the right not to deliver or transfer the GOODS to or for the account of others except upon receipt of written instructions properly signed by STORER.
(b) No GOODS shall be delivered or transferred except upon receipt by WAREHOUSE of STORER's complete written instructions. 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 or in the event there are conflicting instructions from STORER. The GOODS may be delivered upon instruction by telephone in accordance with STORER's prior written authorization, but WAREHOUSE shall not be responsible for loss or error occasioned thereby or due to conflicting written instructions from STORER. WAREHOUSE shall not be liable for failure to carry out such instructions and the GOODS remaining in storage will continue to be subject to regular storage charges.
(c) WAREHOUSE shall have a reasonable time to make delivery after the 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 WAREHOUSE is unable, due to any cause beyond its control, to effect delivery before expiration of the then-current storage period, the GOODS will be subject to storage charges for each succeeding storage period.
(e) **ALL INSTRUCTIONS AND REQUESTS FOR DELIVERY OF THE GOODS OR TRANSFER OF TITLE ARE RECEIVED SUBJECT TO SATISFACTION OF ALL CHARGES, LIENS, AND SECURITY INTERESTS OF WAREHOUSE, WHETHER FOR ACCRUED CHARGES OR ADVANCES OR OTHERWISE, WITH RESPECT TO THE GOODS, AND WITH RESPECT TO ANY OTHER GOODS STORED BY OR ON BEHALF OF ANY STORER AFFILIATE, WHETHER OR NOT SUCH OTHER GOODS ARE THE SUBECT TO THE DELIVERY OR TRANSFER REQUEST.**
(f) WAREHOUSE may require, as a condition precedent to delivery, a statement from STORER holding WAREHOUSE harmless from CLAIMS of others asserting a superior right to STORER to possession of the GOODS. Nothing herein shall preclude WAREHOUSE from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the GOODS. All costs, including attorney's fees, incurred by WAREHOUSE relating in any way to WAREHOUSE'S activities referred to in this Section shall be charged to STORER and shall, for purposes of Section 14 below, be considered "charges present or future with respect to such GOODS" and shall attach as a lien on the GOODS.

(g) Unless otherwise agreed, the GOODS will be delivered to STORER at the FACILITY's loading dock. STORER must arrange for transportation and loading. WAREHOUSE shall be deemed to have delivered the GOODS once they are physically loaded onto the trailer/container arranged by STORER. STORER is responsible for the temperature of the trailer/container and WAREHOUSE shall not have any liability relating thereto. WAREHOUSE shall have no liability with respect to loss or theft of any outbound GOODS if STORER, its carrier, broker, freight forwarder, 3PL, or intermediary provides information relating to all or any portion of such outbound GOODS to any third party.
(h) Drop trailer/container areas at the FACILITY are solely for the convenience of STORER's carrier. Drop areas may not be secured or restricted of access and WAREHOUSE's employees may not be present at the FACILITY at all times. WAREHOUSE assumes no responsibility to fuel or repair dropped trailers/containers. WAREHOUSE reserves the right to modify or revoke any permission or conditions given for the parking of dropped trailers/containers at the FACILITY at any time for any reason, upon advance notice to the carrier.

SECTION 8 - OTHER SERVICES AND CHARGES
(a) All ADVANCES are due and payable immediately. All charges are due and payable upon the date of invoice. All charges and ADVANCES not paid within 30 days from the due date are subject to an interest charge, from the date said charge or ADVANCE 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. STORER may not offset or withhold payment of invoices under any circumstances without the prior written consent of WAREHOUSE.
(b) STORER may, subject to insurance regulations and reasonable limitations, inspect the GOODS when accompanied by an employee of WAREHOUSE whose time is chargeable to STORER. If STORER is also a provider of temperature-controlled storage or logistics services, STORER shall not induce, influence, or encourage any other customer of WAREHOUSE that became known to STORER directly or indirectly through any inspection of the GOODS at WAREHOUSE's facility to alter, terminate, or breach its contractual or business relationship with WAREHOUSE or any of its affiliates or solicit business from any such customer of WAREHOUSE.
(c) In the event of damage or threatened damage to the GOODS, STORER shall pay all reasonable and necessary costs of protecting and preserving the GOODS. When the costs of protecting and preserving stored property are attributable to more than one STORER, said costs shall be apportioned among all affected STORERS on a pro rata basis to be determined by the WAREHOUSE.
(d) WAREHOUSE shall supply dunnage, bracing, and fastenings where it deems it appropriate on outbound shipments, and the cost thereof is chargeable to STORER.
(e) Any additional costs incurred by WAREHOUSE in unloading cars or trucks containing damaged GOODS are chargeable to STORER.
(f) **STORER SHALL INDEMNIFY, DEFEND, AND HOLD WAREHOUSE HARMLESS FROM ALL CLAIMS (INCLUDING REASONABLE ATTORNEY'S FEES) FOR TRANSPORTATION, STORAGE, HANDLING, AND OTHER LIABILITIES RELATED TO THE GOODS AND/OR THE SERVICES PERFORMED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, UNDERCHARGES, RAIL DEMURRAGE, TRUCK/INTERMODAL DETENTION, AND OTHER CHARGES, ASSERTED BY ANY THIRD-PARTY. WAREHOUSE SHALL NOT BE LIABLE TO STORER FOR ANY DEMURRAGE OR DETENTION, INCLUDING BORDER DETENTION, FORFEITURE, SEIZURE OR OTHER DELAY, 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 WAREHOUSE'S FAILURE TO EXERCISE REASONABLE CARE AS DETERMINED BY INDUSTRY PRACTICE; PROVIDED, HOWEVER, THAT WAREHOUSE'S LIABILITY FOR SUCH FAILURE SHALL NOT EXCEED THE ACTUAL, REASONABLE DETENTION CHARGES PAID BY STORER, CAPPED AT THE LESSER OF (I) $60.00 PER HOUR OR (II) $300.00 TOTAL (WHICH AMOUNTS SHALL BE IN THE LOCAL CURRENCY OF THE APPLICABLE FACILITY).**
(g) A charge in addition to regular storage and handling rates will be made for bonded storage. Where a WAREHOUSE RECEIPT covers GOODS in U.S. or Canadian Customs bond, WAREHOUSE shall have no liability for any GOODS seized or removed by U.S. or Canadian Customs.
(h) WAREHOUSE may assess an additional charge when the GOODS, designated for cooler or freezer storage, are received at temperatures more than five degrees Fahrenheit above the applicable room temperature. WAREHOUSE shall not be responsible for blast freezing the GOODS unless STORER specifically requests such services in writing.
(i) If STORER has requested that WAREHOUSE provide boxing and/or defrosting services with respect to the GOODS, STORER acknowledges that such services do not include inspection of the GOODS for foreign materials by WAREHOUSE. In no event shall WAREHOUSE be liable for, and STORER shall indemnify and hold WAREHOUSE harmless from, any liability or loss, damage, or destruction to the GOODS to the extent such liability or loss, damage, or destruction arises or results from, is caused by, or relates to foreign materials within or among the GOODS. Boxing and/or defrosting services will be performed in accordance with WAREHOUSE's standard operating procedures unless otherwise mutually agreed to in writing by STORER and WAREHOUSE.
(j) All storage, handling, and other services may be subject to minimum charges that may change without notice.
(k) STORER agrees to pay WAREHOUSE all costs and ADVANCES (including reasonable attorney's fees) incurred by WAREHOUSE in connection with the storage, handling, and/or disposition of the GOODS, including without limitation, such costs, ADVANCES, and/or fees relating to lawsuits (including Bankruptcy proceedings) involving in any way said GOODS and/or STORER'S performance under this WAREHOUSE RECEIPT. All such costs, ADVANCES, and fees shall constitute "charges present or future with respect to such GOODS" for purposes of Section 14 below.
(l) Notwithstanding any limitations in the AGREEMENT on rate increases, in the event there are material increases in WAREHOUSE's costs for providing services related to the GOODS (e.g., an energy surcharge resulting from WAREHOUSE's increased energy costs), then WAREHOUSE may adjust any rates impacted by such material changes within its reasonable discretion to account for such material changes. WAREHOUSE will endeavor to provide STORER with 30 days' advance written notice of any such rate adjustment.
(m) WAREHOUSE shall not be responsible for chargebacks of any kind.

SECTION 9 - LIABILITY AND LIMITATION OF DAMAGES
(a) **WAREHOUSE SHALL NOT BE LIABLE FOR ANY CLAIM, INCLUDING ANY CLAIM FOR LOSS, DESTRUCTION, OR DAMAGE TO GOODS OR WAREHOUSE DATA, HOWEVER CAUSED, UNLESS SUCH CLAIM RESULTED FROM WAREHOUSE'S FAILURE TO EXERCISE SUCH CARE IN REGARD TO SUCH GOODS, WAREHOUSE DATA, OR SERVICES AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES. WAREHOUSE SHALL NOT BE LIABLE FOR ANY CLAIM THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.**
(b) WAREHOUSE and STORER agree that WAREHOUSE's duty of care referred to in Section 9(a) above does not extend to providing a sprinkler system at the FACILITY or any portion thereof.

(c) Unless specifically agreed to in writing, WAREHOUSE shall not be required to store the GOODS in a humidity-controlled environment or be responsible for tempering GOODS.
(d) **IN THE EVENT OF A CLAIM RELATING TO THE GOODS AND/OR THE SERVICES PERFORMED HEREUNDER FOR WHICH WAREHOUSE IS LEGALLY LIABLE, STORER DECLARES THAT WAREHOUSE'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (I) THE ACTUAL COST TO STORER OF REPLACING OR REPRODUCING THE AFFECTED GOODS TOGETHER WITH TRANSPORTATION COSTS TO THE FACILITY, (II) THE FAIR MARKET VALUE OF THE AFFECTED GOODS ON THE DATE STORER IS NOTIFIED OF SUCH CLAIM, (III) 50 TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO THE AFFECTED GOODS, AND (IV) $0.50 PER POUND FOR THE AFFECTED GOODS (WHICH AMOUNT SHALL BE IN THE LOCAL CURRENCY OF THE APPLICABLE FACILITY); PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, STORER MAY REQUEST, IN WRITING, AN INCREASE TO WAREHOUSE'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 SUCH CLAIM HAS OCCURRED.**
(e) WAREHOUSE'S liability referred to in Section 9(d) shall be STORER'S exclusive remedy against WAREHOUSE for any CLAIM whatsoever relating to the GOODS and/or services performed hereunder and shall apply to all CLAIMS, including inventory shortage and mysterious disappearance, unless STORER proves by affirmative evidence that WAREHOUSE converted the GOODS for its own use. STORER 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 WAREHOUSE is not liable, STORER 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 such GOODS.
(g) If WAREHOUSE negligently mis-ships GOODS, WAREHOUSE, 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, subject in all respects to the limitations contained in Section 9(d). WAREHOUSE shall have no liability whatsoever for any damages due to the consignee's acceptance or use of the GOODS.

SECTION 10 – CONSEQUENTIAL DAMAGES
WITH RESPECT TO ANY CLAIM ARISING FROM OR RELATED TO THIS WAREHOUSE RECEIPT, OR OTHERWISE ARISING FROM THE RELATIONSHIP OF THE PARTIES, IN NO EVENT WILL WAREHOUSE BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, TRANSPORTATION CHARGES, FINES OR CHARGES FROM THIRD-PARTIES, OR DAMAGES DUE TO BUSINESS INTERRUPTION, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WAREHOUSE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 – 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 WAREHOUSE RECEIPT, STORER shall immediately notify WAREHOUSE in writing. WAREHOUSE will not act to initiate a RECALL without the express prior written approval of STORER unless otherwise required by applicable laws. Subject to any liability of WAREHOUSE pursuant to Section 9, including the limitations contained therein, the cost of any RECALL shall be borne by STORER. STORER shall indemnify and hold harmless WAREHOUSE from all loss, cost, penalty, destruction order, inventory review, and expense (including reasonable attorneys' fees) which WAREHOUSE pays or incurs as a result of a RECALL.

SECTION 12 – ARBITRATION; NOTICE OF CLAIM; AND GOVERNING LAW
(a) In lieu of litigation, STORER and WAREHOUSE agree to submit any dispute (except for disputes by WAREHOUSE for past due charges for storage, handling, and other services) that arises out of or is in any way connected to this WAREHOUSE RECEIPT to binding arbitration administered by Judicial Arbitration and Mediation Service, Inc. and its Streamlined Arbitration Rules and Procedures then in force. The parties shall be bound by the arbitration decision and a party receiving an award may enter judgment upon the same in any federal or state court of competent jurisdiction in the applicable jurisdiction. The parties shall conduct any arbitration in the county where the FACILITY is located, to the exclusion of all other places.
(b) WAREHOUSE shall not be liable for any CLAIMS of any type whatsoever, including, without limitation, any CLAIM for loss, damage, and/or destruction to and/or charges or invoices for the GOODS by STORER or others unless such CLAIM is presented, in writing, within a reasonable time, not exceeding the earlier of (i) 60 days after delivery of the GOODS by WAREHOUSE pursuant to Section 7(g) or (ii) 60 days after STORER learned or, in the exercise of reasonable care, should have learned of such loss, damage, and/or destruction to the GOODS or the basis for any other CLAIM against WAREHOUSE. Each CLAIM must contain information necessary to identify the GOODS affected, including the weight of such GOODS, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation. WAREHOUSE may deny any CLAIM that does not contain such necessary information or supporting documentation.
(c) As a condition precedent to making any CLAIM and/or commencing an arbitration, STORER shall provide WAREHOUSE with a reasonable opportunity to inspect the GOODS which are the basis of the CLAIM, if applicable.
(d) **NO ARBITRATION MAY BE COMMENCED BY STORER OR OTHERS AGAINST WAREHOUSE UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN PARAGRAPH (B) OF THIS SECTION AND UNLESS STORER HAS PROVIDED WAREHOUSE WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN PARAGRAPH (C) OF THIS SECTION AND UNLESS SUCH ARBITRATION IS COMMENCED WITHIN NINE MONTHS (OR TWO YEARS IN THE STATE OF TEXAS ONLY) AFTER THE EARLIER OF THE DATE: (I) OF DELIVERY OF THE GOODS BY WAREHOUSE PURSUANT TO SECTION 7(G); OR (II) STORER LEARNS OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS, DAMAGE, AND/OR DESTRUCTION TO THE GOODS OR THE BASIS FOR ANY OTHER CLAIM AGAINST WAREHOUSE.**
(e) This WAREHOUSE RECEIPT and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state or province where the FACILITY that is the subject of the CLAIM is located, notwithstanding its conflict of laws rules.
(f) If the prevailing party in any legal action or proceeding related to this WAREHOUSE RECEIPT, it shall be entitled to collect from the non-prevailing party its reasonable attorneys' fees and expenses incurred in connection with any such action or proceeding. For the avoidance of doubt, WAREHOUSE will be deemed the prevailing party if, without limitation, any of the terms and conditions hereunder, including the limitations in Section 9, are upheld, the underlying claim(s) are subsequently dropped, voluntarily dismissed, or voluntarily reduced, and/or WAREHOUSE defeats any such claim(s).

SECTION 13 - INSURANCE
The GOODS are not insured by WAREHOUSE, and the storage rates do not include insurance on the GOODS. STORER shall cause any insurance policy obtained by it with respect to the GOODS to provide that such insurance company waives all rights of recovery by way of subrogation against WAREHOUSE in connection with any CLAIM relating to the GOODS covered by any such policy.

SECTION 14 - LIEN
(a) **WAREHOUSE SHALL HAVE A FIRST PRIORITY 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 WAREHOUSE in relation to the GOODS and for expenses necessary for the preservation of the GOODS or reasonably incurred in their sale pursuant to law. WAREHOUSE further claims a general warehouse lien on the GOODS for all other such charges, ADVANCES, and expenses due to WAREHOUSE or any WAREHOUSE affiliate from STORER or any STORER affiliate for property stored by STORER or any STORER affiliate in any facility owned or operated by WAREHOUSE or any WAREHOUSE affiliate wherever located and whenever deposited and without regard to whether or not said other property is still in storage. WAREHOUSE reserves the right to require advance payment of all chargers prior to releasing any GOODS regardless of otherwise applicable payment terms. WAREHOUSE will not subordinate its lien to any lender, financial institution, or any other third party.
(b) For the avoidance of doubt, in the event that transportation or other non-storage related services not covered by this WAREHOUSE RECEIPT ("OTHER SERVICES") are provided and/or billed by a WAREHOUSE affiliate, **ALL CHARGES FOR SUCH OTHER SERVICES WILL BE SUBJECT TO THE GENERAL WAREHOUSE LIEN SET FORTH IN SUBSECTION (A) OF THIS SECTION.**
(c) If STORER becomes the subject of any bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or similar proceeding, WAREHOUSE may require adequate assurance of payment and performance, including recognition and preservation of WAREHOUSE's lien and possessory right in the GOODS, court-approved protections of WAREHOUSE's rights and remedies, deposits, guarantees, letters of credit, or other security satisfactory to WAREHOUSE, as a condition to continuing to provide services, accepting additional GOODS, or releasing any GOODS. Unless and until such adequate assurance is provided to WAREOUSE's satisfaction, WAREHOUSE may suspend performance without liability and shall not be required to voluntarily release or consent to the turnover of any GOODS except as required by applicable law.

SECTION 15 – DATA
(a) Notwithstanding anything to the contrary in this WAREHOUSE RECEIPT or any other agreement between the parties, STORER hereby grants to WAREHOUSE a worldwide, perpetual, irrevocable, non-exclusive, fully paid-up license, with the unlimited right to grant sublicenses and to use, execute, reproduce, display, perform, modify, enhance, sell, offer to sell, distribute internally or externally, and create derivative works of the WAREHOUSE DATA. For purposes hereof, "WAREHOUSE DATA" means any data provided or otherwise transmitted to WAREHOUSE by or on behalf of STORER, in order for WAREHOUSE to provide services to STORER under the AGREEMENT and any data created, generated, or otherwise derived or compiled from such data by WAREHOUSE. WAREHOUSE DATA includes any information that relates to an identified or identifiable individual relating to STORER or STORER's customers.
(b) STORER will indemnify, defend, and hold WAREHOUSE harmless from all liabilities, suits, claims, losses, costs, and expenses (including reasonable attorneys' fees) arising from any WAREHOUSE DATA that may be received from STORER.

SECTION 16 – FORCE MAJEURE
WAREHOUSE shall not be responsible for delays, failures, or omissions resulting from any cause that is beyond its reasonable control and is not due to its own negligence, including, but not limited to, 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, fuel or energy shortages, power interruptions or failures, equipment malfunction or breakdown, 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 the 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. If the cause is one that nevertheless requires WAREHOUSE to continue to protect the GOODS, STORER agrees to pay the storage or similar charges associated with WAREHOUSE's obligation during the continuance of the force majeure. All GOODS are stored, handled, and transported at STORER's sole risk of loss, damage, or delay caused by any of the above.

SECTION 17 – INVENTORIES
Cycle count and physical Inventory terms and conditions must be agreed upon in writing by STORER and WAREHOUSE and are subject to hourly labor charges. Representatives of STORER and WAREHOUSE personnel, as well as any independent auditor or designee, may be present when any physical inventory is taken.

SECTION 18 – 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 19 – TERMINATION
(A) IN THE EVENT STORER FAILS TO PAY ANY OF THE CHARGES OR OTHER SUMS WHEN DUE UNDER THIS WAREHOUSE RECEIPT OR ANY AGREEMENT AND SUCH FAILURE CONTINUES FOR A PERIOD OF FIVE DAYS AFTER WRITTEN NOTICE IS DELIVERED TO STORER, OR IN THE EVENT STORER SHALL FAIL TO OBSERVE OR PERFORM ANY OF THE OTHER TERMS OR PROVISIONS OF THIS WAREHOUSE RECEIPT OR ANY AGREEMENT AND SUCH FAILURE SHALL CONTINUE FOR A PERIOD OF 30 DAYS AFTER WRITTEN NOTICE IS DELIVERED TO STORER, WAREHOUSE MAY TERMINATE THIS WAREHOUSE RECEIPT OR ANY AGREEMENT BY DELIVERING WRITTEN NOTICE TO STORER IN ADDITION TO EXERCISING ANY OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY.
(B) EITHER PARTY MAY TERMINATE THIS WAREHOUSE RECEIPT OR ANY AGREEMENT IMMEDIATELY IN THE EVENT THE OTHER PARTY: (I) FILES A VOLUNTARY PETITION IN BANKRUPTCY; (II) MAKES AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS; (III) IS ADJUDICATED AS BANKRUPT; (IV) BECOMES INSOLVENT; OR (V) HAS AN INVOLUNTARY PETITION IN BANKRUPTCY FILED AGAINST IT.

(C) IN THE EVENT OF ANY TERMINATION, WAREHOUSE MAY REQUIRE THE REMOVAL OF THE GOODS, OR ANY PORTION OF THE GOODS, FROM THE FACILITY BY PROVIDING WRITTEN NOTICE AS REQUIRED BY LAW. IF SUCH GOODS ARE NOT SO REMOVED BY STORER WITHIN THE ALLOTTED TIME, WAREHOUSE SHALL HAVE THE RIGHT TO SELL OR OTHERWISE DISPOSE OF THE GOODS AS PROVIDED BY LAW AND SHALL BE ENTITLED TO EXERCISE ANY OTHER RIGHTS IT HAS UNDER THE LAW WITH RESPECT TO SAID GOODS. STORER IS RESPONSIBLE FOR PAYMENT FOR ALL SERVICES PERFORMED UP TO THE DATE OF TERMINATION, AND ANY COSTS FOR REMOVAL OR DISPOSAL OF GOODS. (D) IF AN AGREEMENT CONTAINS A MINIMUM STORAGE, VOLUME, OR SIMILAR COMMITMENT BY STORER (A "COMMITMENT"), THEN, UNLESS EITHER PARTY DELIVERS WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER AT LEAST 30 DAYS BEFORE THE EXPIRATION OF THE THEN-CURRENT TERM, SUCH AGREEMENT SHALL RENEW ON A MONTH-TO-MONTH BASIS AT THE RATES (AS MAY BE INCREASED PURSUANT TO THIS WAREHOUSE RECEIPT OR THE AGREEMENT) AND WITH THE COMMITMENT(S) IN EFFECT IMMEDIATELY PRIOR TO THE EXIPIRATION OF SUCH TERM, UNLESS STORER AND WAREHOUSE ENTER INTO A NEW AGREEMENT, OR ARE DEEMED TO ENTER INTO A NEW AGREEMENT PURSUANT TO THE TERMS THEREIN, PRIOR TO SUCH RENEWAL.

SECTION 20 - WAIVER - SEVERABILITY
(a) WAREHOUSE's failure to insist upon strict compliance with any provision of this WAREHOUSE RECEIPT shall not constitute a waiver or estoppel to later demand strict compliance thereof and shall not constitute a waiver or estoppel to insist upon strict compliance with all other provisions of this WAREHOUSE RECEIPT.
(b) In the event any section of this WAREHOUSE RECEIPT or part thereof shall be declared invalid, illegal, and/or unenforceable, the validity, legality, and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

SECTION 21 - AUTHORITY
STORER represents and warrants that it either (i) is the lawful owner of the GOODS, which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to enter into the AGREEMENT incorporating this WAREHOUSE RECEIPT. STORER agrees to notify all parties acquiring any interest in the GOODS of the terms and conditions of this WAREHOUSE RECEIPT and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this WAREHOUSE RECEIPT. STORER will indemnify, defend, and hold WAREHOUSE harmless from all CLAIMS (including reasonable attorneys' fees) arising from STORER's failure to comply with this Section.

SECTION 22 - NOTICES
All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to WAREHOUSE at the address on the front hereof and to STORER at its last known address. STORER is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section within five days of transmittal.

SECTION 23 - ENTIRE AGREEMENT; SUCCESSORS AND ASSIGNS
This WAREHOUSE RECEIPT and any AGREEMENT shall constitute the entire agreement between WAREHOUSE and STORER relating to the GOODS and supersedes all existing agreements between them, whether written or oral, and shall not be changed, amended, or modified except by written agreement signed by representatives of WAREHOUSE and STORER. Without limiting the foregoing, WAREHOUSE hereby reserves the right to transfer and/or assign (in whole or in part) the rights, duties, and/or obligations of WAREHOUSE under this WAREHOUSE RECEIPT to any affiliate of WAREHOUSE and STORER hereby consents to and approves any transfer and/or assignment (in whole or in part) of the rights, duties, and/or obligations of WAREHOUSE under this WAREHOUSE RECEIPT to any affiliate of WAREHOUSE. In the event of any such transfer and/or assignment (in whole or in part) to any such WAREHOUSE affiliate, WAREHOUSE may continue to collect and receive all or any portion of the amounts payable hereunder by STORER as agent for and on behalf of such affiliate-transferee/assignee and notify STORER thereof in writing.

SECTION 24 – ACCURATE INFORMATION AND REGULATORY COMPLIANCE
STORER will provide WAREHOUSE with accurate and complete information concerning the GOODS sufficient to allow WAREHOUSE to comply with all laws and regulations concerning the storage, handling, and transportation of the GOODS, including providing WAREHOUSE with any supplemental documentation required for compliance with any laws and regulations within 24 hours of WAREHOUSE's request. STORER is responsible for ensuring that the GOODS comply with any applicable regulations (e.g., California Proposition 12) and STORER shall inform WAREHOUSE of any regulations applicable to the storage of the GOODS. Without limiting the foregoing, STORER is solely responsible for determining and providing the weight of the GOODS unless such services are expressly stated and quoted in the AGREEMENT. STORER warrants that the GOODS it tenders for storage do not present any potential health, safety, and/or or environmental hazards and that the GOODS do not otherwise present a danger to persons or other goods under normal storage and handling conditions. STORER further warrants that the GOODS are not adulterated or misbranded under the provisions of any applicable federal, state, or local law, regulation, or ordinance. STORER will indemnify, defend, and hold WAREHOUSE harmless from all CLAIMS (including reasonable attorneys' fees) arising from STORER's failure to comply with this Section.

SECTION 25 – CONFIDENTIALITY
Both parties will have to review certain information concerning the GOODS, business practices, pricing, and other sensitive or proprietary information of the other party, including the terms contained in any AGREEMENT (collectively, "CONFIDENTIAL INFORMATION"). Subject in all respects to Section 15, the receiving party hereby agrees that CONFIDENTIAL INFORMATION of the disclosing party will be used by the receiving party solely for performing its obligations under the AGREEMENT or used in the course of providing additional related services and will be kept confidential by the receiving party, except that the receiving party may disclose Confidential Information to its affiliates and each of their respective employees, directors, managers, members, officers, attorneys, accountants, advisors, lenders, and investors who have a need to know the Confidential Information and are subject to similar confidentiality obligations.

SECTION 26 – ENGLISH LANGUAGE
To the extent this WAREHOUSE RECEIPT is governed by and subject to the laws of the Province of Québec, the parties acknowledge and agree that a French language version of the AGREEMENT was provided and that it was the express wish of the parties that such AGREEMENT and all related documents, including this WAREHOUSE RECEIPT, be drawn up in the English language only and that the English language version of such documents, including this WAREHOUSE RECEIPT, shall govern. *Les parties reconnaissent et*

conviennent qu'une version française de la CONVENTION leur a été fournie. Elles souhaitent expressément que la CONVENTION et l'ensemble des documents connexes, y compris le présent RÉCÉPISSÉ, soient rédigés en anglais seulement et que la version anglaise de ces documents, y compris le présent RÉCÉPISSÉ, prévale

Revised 11/2026