

The following Warehouse Terms and Conditions apply to any cargo or property of any kind, which is placed into the possession of the Warehouseman by any person by any cause and for which no contract for carriage is currently being performed by OTD Delivery, Inc. ("OTD") or its affiliates, which by its carriage terms is transferred into storage with OTD.

TERMS AND CONDITIONS

In the event OTD retains an attorney to collect any charges or amounts due OTD by the depositor, it is agreed that the depositor will be liable for and will pay all reasonable attorney fees and costs of collection, including but not limited to court costs, and all costs normally and reasonably charged by the attorney as well as any other charges reasonably incurred in connection with the collection of moneys due OTD by the Depositor including any appeals. This fee provision only applies to disputes and actions for the limited purpose of collection of storage charges and is expressly limited to not include claims for loss or damage. Depositor shall include the party placing the goods into storage, the owner or beneficial owner of the property, the consignee designated for the property, or any other party which may have legal interest or liability pursuant to statutory or common law.

Acceptance of the Goods - SECTION 1

- (a)** These terms and OTD's storage rates including accessorial charges shall apply to all property placed into storage. The base rate shall be provided in the warehouse receipt issued following or concurrently with deposit of the property into storage. In the absence of written acceptance, the act of tendering goods described in the warehouse receipt for storage or other services by OTD shall constitute such acceptance by depositor. Irrespective of whether a contract has been provided to or executed by the depositor, storage for a period in excess of thirty (30) days or the payment of any invoice for storage or related charges shall be an express acceptance by the depositor to be bound by these terms.
- (b)** In the event that goods tendered for storage or other services do not conform to the description contained in the warehouse receipt, OTD may refuse to accept such goods. If OTD accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by OTD and to all terms of this contract.

Shipping - SECTION 2

- (a)** Depositor agrees not to ship goods to OTD as the named consignee. If, in violation of this provision, goods are shipped to OTD as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to OTD, that OTD named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees to indemnify and hold harmless OTD from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with

goods so shipped.

- (b) Depositor further agrees that, if it fails to notify carrier as required by the next preceding sentence, OTD 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.
- (c) Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors, and assigns.

Tender for Storage - SECTION 3

- (a) All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The 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) It is the sole and non-delegable duty of depositor to provide appropriate packaging, containerization, sealing, palletizing, boxing, or crating of product tendered to OTD. All cargo must be packaged and prepared in a manner so as to withstand the normal rigors of motor carriage and warehouse handling.
- (c) Acceptance by OTD of any package or cargo does not serve as acquiescence or agreement to the fitness of the packaging or packing of said cargo.
- (d) In the event that a failure, flaw, omission, mistake, or negligence of any kind of degree in the packaging of the product tendered to OTD, depositor hereby agrees to indemnify and hold harmless OTD from any and all damage resulting from said insufficient, improper, failing, or negligent packaging, including damage to other commodities transported or stored by OTD and damage to OTD's property or that of any other entity or individual. Depositor shall defend, indemnify, and hold harmless, OTD from any damage, loss, liability, or claims of any kind resulting from the improper or negligent packing, marking, description, or classification of any product tendered for storage.

Storage Period and Charges - SECTION 4

- (a) All charges for storage are per package or other agreed unit per month.
- (b) Storage charges become applicable upon the date that OTD accepts custody of the goods, regardless of unloading date or 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 fifteenth, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the sixteenth 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.
- (a) When mutually agreed by OTD and the 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. In the event payment is late, OTD will charge a minimum of ten dollars (\$10.00) or ten percent (10%) of the outstanding balance each month

until balance and late fees are paid.

Transfer, Termination of Storage, and Removal of Goods – SECTION 5

- (a) Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by OTD, and all charges up to the time transfer is made are chargeable to the depositor 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. No goods shall be transferred or removed absent payment in full of all charges on the subject account.
- (b) OTD reserves the right to move, at his expense, fourteen (14) days after notice is sent by certified or registered mail to the depositor 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 depositor or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. OTD may, without notice, at his own expense, move goods within the warehouse in which they are stored.
- (c) OTD may, upon written notice to the depositor of record and any other person known by OTD 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, OTD may sell them in accordance with applicable law, with the proceeds of such sale applied to the amount owed to OTD and any amount in excess of the amount owed tendered to the depositor of record, if not in violation of applicable law.
- (d) If OTD in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of OTD's lien before the end of the next succeeding storage month, OTD 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, with the proceeds of such sale applied to the amount owed to OTD and any amount in excess of the amount owed tendered to the depositor of record, if not in violation of applicable law.
- (e) If as a result of a quality or condition of the goods of which OTD had no notice at the time of deposit, the goods are a hazard to other property or to the warehouse or to persons, OTD 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 OTD after a reasonable effort is unable to sell the goods, he 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, OTD may remove the goods from the warehouse and shall incur no liability by reason of such

removal. Depositor will be liable for all costs incurred for the removal or disposal of such goods.

Handling - SECTION 6

- (a)** The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of invoice and prior to receipt of goods.
- (b)** Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by OTD 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 the 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, OTD may make an additional charge for each order or each item of an order.
- (e)** OTD shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment under any circumstances.

Delivery Requirements - Section 7

- (a)** No goods shall be delivered or transferred except upon receipt by OTD of complete instructions properly signed by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon the instructions by telephone in accordance with a prior written authorization, but OTD shall not be responsible for reasonable 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 OTD, 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 the 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 OTD to carry out instructions, and if he is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond OTD's control, or because of loss or destruction of goods for which OTD is not liable, or because of any other excuse provided by law, OTD 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.

Extra Services - SECTION 8

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor. Such labor includes boxing, repackaging, palletizing, wrapping, or otherwise packaging or sorting cargo.
- (b) Special services requested by depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers, or other data from packages: physical check of goods; and handling transit billing will be subject to a charge. Inventory services and information technology services are subject to additional charges and may include underlying software fees and/or the obtaining of appropriate software.
- (c) Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a reasonable charge in addition to OTD's cost.
- (d) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to additional charges.
- (e) Communication expense including postage, teletype, telegram, facsimile, or telephone will be charged to the depositor at OTD's cost, if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

Minimum Charge - SECTION 10

- (a) A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or where 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.

Limitation of Damages - SECTION 11

- (a) OTD SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED, HOWEVER CAUSED, UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY OTD TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER SIMILAR CIRCUMSTANCES AND OTD IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.
- (b) GOODS ARE NOT INSURED BY OTD AGAINST LOSS OR INJURY HOWEVER

CAUSED. DEPOSITOR'S REQUIRING INSURANCE SHOULD OBTAIN THEIR OWN FIRST PARTY INSURANCE POLICY TO COVER THE GOODS BEING STORED. OTD SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE WHATSOEVER, REGARDLESS OF NOTICE OR FORESEEABILITY.

Notice of Claim and Filing Suit - SECTION 12

- (a)** Claims by the depositor and all other persons must be presented in writing to OTD within a reasonable time, and in no event longer than either five (5) days after delivery of the goods by OTD or five (5) days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by OTD that loss or injury to part or all of the goods has occurred, whichever time is shorter.
- (b)** No action may be maintained by the depositor or others against OTD 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 one year after date of delivery by OTD or within one year after depositor 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)** All Claims must be made in writing and include such information as to reasonably identify the goods in question, include a copy of the warehouse receipt or identification information, include a demand for a specified amount of damages which must be supported by invoice or similar reasonable documentation, including an inspection report or other indication of the precise damage or shortage alleged, and include a specific weight or number of packages for the goods being claimed as damaged or missing.

ADDITIONAL TERMS AND CONDITIONS TO THIS CONTRACT

- (a)** Nothing entered hereon shall be construed to extend OTD's liability beyond the standard of care specified in Section 11 above.
- (b)** OTD as the warehouseman in possession has a lien as at common law and as described in Section 677.209, Florida Statutes, and may enforce such lien as provided by Section 677.210, Florida Statutes. Each depositor hereby expressly agrees that all cargo tendered under any warehouse receipt to Warehousemen and are "goods stored by a merchant in the course of its business."
- (c)** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effected during the terms of this Agreement, such provision shall be fully severable from the remaining provisions of this Agreement, and it shall not affect the validity of the remaining provisions, which provisions shall be given full force and effect as if the illegal, unenforceable, or invalid provision had not been included in this Agreement. In lieu of an illegal, unenforceable, or invalid provision, there shall be substituted a provision as similar in terms to the illegal, invalid, or

unenforceable provision as may be possible and still be legal, valid, and enforceable.

- (d)** This Agreement shall be governed by and be construed in accordance with Florida law.
- (e)** The Parties consent to exclusive jurisdiction and venue in Broward County, Florida in any dispute which might arise in connection with this Agreement.
- (f)** These Terms and Conditions, along with any receipt or authorized addenda hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications of these Terms and Conditions shall be made by a written document executed by both Parties.