

TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. Definitions. "Company" shall mean Great Way Trading & Transportation, Inc., its subsidiaries, related companies, agents and/or representatives;

(a) "Customer" shall mean the person for which the Company is rendering service, as well as its principals, 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(s) of these terms and conditions of service to all such agents or representatives;

(b) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

(c) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

(d) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, or for arranging for transportation services, both domestically and internationally, or other logistics services in any capacity other than as a carrier.

3. Notices. All notices, demands, claims, or other communications required or permitted under these Terms and Conditions shall be in writing and shall be deemed given when delivered personally, sent by a nationally recognized overnight courier, or mailed by certified or registered mail (return receipt requested) to the Company at the following address, or to such other address as the Company may designate in writing:

Great Way Trading & Transportation, Inc.

32550 Central Ave.

Union City, California 94587

Notices to the Customer shall be sent to the address or email provided by the Customer in connection with the applicable transaction, unless otherwise specified in writing.

4. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Company for any potential or actual loss, damage, delay, or overcharge must be made in writing and received by the Company within thirty (30) days of the event giving rise to the claim, or, if later discovered, within fourteen (14) days after delivery. Failure to provide timely written notice shall constitute a complete defense to any suit or action commenced by Customer. The Company shall have the right to inspect the shipment and any containers within fourteen (14) days after receipt of such notice.

(b) All suits against Company must be filed and properly served on Company as follows:

- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of brokering domestic motor carrier transportation, within nine (9) months from the date of loss;
- (iii) For claims arising out of air transportation, within one (1) year from the date of the loss;
- (iv) For claims arising out of the preparation and/or submission of an import entry(s), within one hundred eighty (180) days from the date of liquidation of the entry(s);
- (v) For any and all other claims of any other type, within one (1) year from the date of the loss or damage.

(c) The Company shall not be liable in any action brought to enforce a claim unless the claimant has strictly complied with the notice and time-limit requirements set forth in this Section.

5. No Liability for The Selection or Services of Third Parties and/or Routes. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling,

transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

6. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the parties in writing agree to the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements for handling or transportation of the shipment are agreed to between the Company and the Customer.

7. Reliance on Information Furnished.

(a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf;

(b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation, delivery orders and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to the steamship lines. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

(d) Customer acknowledges that it is required to advise Company in advance of its intention to tender hazardous material goods and that it will otherwise comply with all federal and international hazardous material regulations.

8. Declaring Higher Value to Third Parties. Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

9. Insurance. Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

10. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth in these terms and conditions, Company makes no express or implied warranties in connection with its services;

(b) Customer may obtain insurance coverage for cargo loss or damage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).

(c) In all events, the Company's liability shall be limited to the following:

(i) where the claim arises from activities other than those relating to customs business, the company's liability shall be limited to fifty dollars (\$50.00) per shipment or transaction, or, if a value is declared, the declared value; provided, however, that unless a higher value is expressly declared in writing and applicable charges are paid, any declared value is agreed and understood to be not more than fifty cents (\$0.50) per pound or fifty dollars (\$50.00) per shipment, whichever is higher, and further provided that certain commodities may be deemed to have a lesser value, in which case the value stated in applicable tariffs, schedules, or governing terms shall apply, or

(ii) where the claim arises from activities relating to customs business, the company's liability shall be limited to one thousand dollars (\$1,000.00) per entry or the amount of brokerage fees paid to the company for the entry, whichever is less;

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, even if it has been put on notice of the possibility of such damages, or for the acts of third parties.

(e) With respect to domestic transportation, Company shall not be liable for a motor carrier's failure to maintain insurance or for the accuracy of any documentation furnished by a motor carrier to Company or Customer evidencing said coverage.

(f) The Company shall not be liable for any consequential or special damages whether or not the carrier had knowledge that such damages might be incurred.

(g) the company shall not be liable for any loss, damage, delay, or other result arising out of or caused by: (i) acts of god, perils of the air, public enemies, acts or omissions of public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, hazards or dangers incident to a declared or undeclared war, or any other circumstances beyond the company's reasonable control; (ii) any act, omission, or default of the shipper, consignee, or their agents; (iii) the nature of the shipment, including any defect, characteristic, or inherent vice thereof; (iv) any violation by the shipper or consignee of applicable tariffs, rules, or instructions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or failure to comply with conditions applicable to restricted or conditional shipments; or (v) compliance with delivery instructions from the shipper or consignee, or noncompliance with special instructions not authorized by applicable tariffs or governing terms.

11. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

12. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, costs, penalties and/or attorneys' fees arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws or regulations, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company. Such indemnification and hold harmless shall include all claims and costs arising directly or indirectly as a result of actions the Company is required to take pursuant to customs regulations to report to CBP when the Company separates from or cancels representation of a Customer as a result of determining, in the Company's judgment, that the Customer is intentionally attempting to use the Company to defraud the U.S. Government or commit any criminal act against the U.S. Government.

13. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

14. 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 30% per annum or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Company.

15. General Lien and Right To Sell Customer's Property.

(a) Company shall have a continuing lien on any and all property and documents relating thereto of Customer coming into Company's actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both. Customs duties, transportation charges, and related payments advanced by the Company shall be deemed paid in trust on behalf of the Customer and treated as pass through payments made on behalf of the Customer for which the Company is acting as a mere conduit.

(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

16. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

17. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

18. No Duty To Provide Licensing Authority. Unless requested by Customer in writing and agreed to by the Company in writing, Company shall not be responsible for determining licensing authority or obtaining any license or other authority pertaining to the export from or import into the United States.

19. No Duty To Serve as a Party to the Transaction. Unless requested by Customer in writing and agreed to by an officer of the Company in writing, Company shall not be construed as a party to the Transaction including but not limited to manufacturer, seller, buyer, importer, importer of record, exporter, with any attendant obligations or responsibilities pertaining to the export from or import of merchandise into the United States or transactions in connection therewith.

20. Preparation and Issuance of Bills of Lading. Where Company prepares and/or issues a bill of lading, Customer or its agent shall supply to Company the marks necessary to identify the goods, the number of packages, the quantity, weight, and apparent condition of the goods. Unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use on any bill of lading or shipping document the information supplied by Customer.

21. No Modification or Amendment Unless Written. These terms and conditions of service 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. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

23. Force Majeure. Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood,

earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) breaches of cyber security including but not limited to cyber outages or attacks; (iii) war, hijacking, robbery, theft or terrorist activities; (iv) incidents or deteriorations to means of transportation, (v) embargoes, (vi) civil commotions or riots, (vii) defects, nature or inherent vice of the goods; (viii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (ix) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (x) strikes, lockouts or other labor conflicts. In such event, Company reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

24. Severability. In the event any Paragraph(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. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

25. Class and Collective Action Waiver. To the maximum extent permitted by applicable law, the Customer and the Company agree to waive any right to participate in, or recover relief through, any class, collective, representative, or consolidated action or proceeding, whether in court, arbitration, or any other forum. Each party may bring claims solely on an individual basis and may not act as a representative or seek to recover on behalf of any other person or entity.

26. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principles of conflict of law. Customer and Company:

- (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of California;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

27. Acknowledgment of Terms and Conditions. These Terms and Conditions shall govern all transactions, orders, or engagements between the Company and the Customer. However, in the event of any direct conflict or inconsistency between these Terms and Conditions and a separate written agreement duly signed by authorized representatives of both parties, the terms of such signed written agreement shall prevail and control. If no such separate signed agreement exists, or if a signed agreement does not address a particular matter, the Customer acknowledges and agrees that these Terms and Conditions shall govern. By placing an order, providing instructions, or otherwise engaging with the Company, the Customer expressly agrees that these Terms and Conditions constitute a binding and enforceable agreement.

28. Governing Language. These Terms and Conditions are drafted in the English language. If this document is translated into any other language, the English language version shall control and prevail in the event of any conflict, discrepancy, or inconsistency between the English version and any translated version.

**WAREHOUSING AND DISTRIBUTION
TERMS AND CONDITIONS**

1. **Rates.** The rates and charges to be paid by the Depositor to Great Way Trading & Transportation, Inc. (the "Company") are specified in the Receipt and the rate schedule on file in the office of the Company and as changed from time to time by the Company. The basic minimum rate applies when the Depositor limits and releases the liability of the Company for loss and damages to \$0.25 per pound per article with a maximum of \$500 per occurrence. An additional valuation charge is made when the Depositor declares a lump sum value on the entire lot.
2. **Company Liability.** The Company will be liable for damages for loss of or injury to the stored goods caused by the failure of the Company to exercise the level of care regarding the goods as a reasonably careful person would exercise under similar circumstances.
3. **Exclusions of Company Liability.** The Company will not be liable for loss, injury, damage, or delay caused by or resulting from any cause other than its failure to exercise the level of care regarding the goods as a reasonably careful person would exercise under similar circumstances including, without limitation, the following:
 - (a) An act, omission, or order of the Depositor or the owner of the stored goods or the servant, agent, or employee of either the Depositor or the owner of the goods;
 - (b) Insects, moths, vermin, depreciation, deterioration, obsolescence, and ordinary wear and tear;
 - (c) The nature of the article, or any defect, characteristic, or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity, or changes in those conditions;
 - (d) Hostile, or warlike action in time of peace or war by an authority maintaining or using military forces; nuclear reaction or nuclear radiation or radioactive contamination; insurrection, rebellion, revolution, civil war, usurped power or any action taken by government authority against such an occurrence;
 - (e) Earthquake, liquefaction, flood, and rising waters, or other act of God;
 - (f) Fire, explosion, lightning, windstorm, tornado, cyclone, hurricane, collapse of building or sprinkler tanks, fall of elevators, leakage or failure of sprinkler systems;
 - (g) Strikes, lockouts, labor disturbances, riots, civil unrest, or the act of any person or persons taking part in any such occurrence or each; or
 - (h) Breakage of glass, chinaware, bric-a-brac, or similar articles of brittle or fragile nature, UNLESS packed and unpacked by the Company (or a household goods carrier or warehouse) or the breakage results from the negligence of the Company as shown by evidence of physical external damage to the packing container.
4. **Further Liability Exclusions.** The Company will not be liable for loss or damage occurring:
 - (a) After packing when done by the Company but before delivery to the Company while the property is in the custody or control of the Depositor or Depositor's agent;
 - (b) Before delivery to the Company;
 - (c) After delivery to the Company when the Company is directed to deliver the property at a place or places at which the Depositor or Depositor's agent is not present; or
 - (d) After the property has been delivered to or receipted for by the Depositor or the owner of the property or the authorized agent of either.
5. **Limitation on Amount of Liability.** The total liability of the Company for physical loss or damage may not exceed the least of the following items:
 - (a) The cost of repairing damaged property.
 - (b) The cost of replacing lost or destroyed property with material of like kind and quality.

(c) The difference between the actual cash value of damaged property at the time of receipt by the Company, and at the time of delivery.

(d) The actual cash value of such property at the time and place of the loss.

(e) Either the released value of \$0.25 per pound per article (if so declared) or the lump sum value declared on the entire lot with a maximum of \$500 per occurrence.

6. Cash Value Determinations. In determining the actual cash value of property, depreciation will be deducted, and sentimental value will be excluded. The deduction for depreciation means the Depositor is charged for the betterment or increase in value of the property from the worn or deteriorated or depreciated property being restored to a better condition or being replaced by an item of like kind and quality of greater value.

7. Liability for Sets of Pieces. The total liability of the Company with regard to the sets of matched pieces may not exceed the cost of repairing or replacing the physically lost or damaged piece or pieces only, or the value of the lost or damaged piece or pieces only, and does not extend to repairing, replacing, or recovering the entire set or any diminution in value of the set as a whole, and may not exceed the released value of the lost or damaged piece or pieces.

8. No Incidental or Consequential Damages. The Company is not liable for incidental, consequential, special, indirect or lost profit damages of any kind.

9. Ownership of Goods. The Depositor represents and warrants to the Company that the Depositor has the lawful possession of and legal right and authority to store all of the property described in the Receipt. If any claims, demands, or rights adverse to the right of the Depositor arise, the Depositor agrees to pay all storage and other charges together with any costs and expenses incurred by the Company in defending against any litigation or adverse claims, including attorneys' fees, that the Company may reasonably incur or becomes liable to pay. The Company is specifically authorized, at its option, in the event of any adverse claim or demand concerning the ownership or right of possession of the property, to interplead the Depositor and all other claimants.

10. Additions to Storage. Any additional goods delivered after the date of this Receipt by the Depositor to the Company for storage as a part of this lot while this Receipt is outstanding are subject to the terms and conditions of this Receipt. If a lump sum value is declared on the entire lot, the Depositor may increase that lump sum value by the value of the additional goods stored, and the monthly storage and valuation charges will be proportionately increased.

11. Services to Stored Goods. A warehouse labor charge will be made for placing the goods in storage and for removing them to the platform for delivery. The other services undertaken to be performed by this Company pursuant to this Receipt are storage, packing, moving, and shipping, and the Company does not accept responsibility or undertake to provide additional attention or services, unless specifically agreed pursuant to written "Orders for Service" given to the Company by the Depositor, and accepted by the Company. However, if the Company in its sole discretion should determine that moth treating, fumigating, or otherwise treating or handling all or a portion of the stored goods is necessary for the protection of the goods, or for the protection of other goods stored in the depositary, it may render that service and add its regular charges for those services to the amount payable by the Depositor.

12. Correcting Errors. Unless written notice is given by the Depositor to the Company within 15 days after this Receipt was signed on behalf of the Company, this Receipt will be deemed to be correct with respect to both the listing of the property received by the Company and the declarations made by the Depositor.

13. Transfer of Stored Goods and Termination. The Company may, with or without notice to the Depositor, transfer the goods from the address set forth in this receipt, and store them in any other warehouse or building of the Company, whether owned or leased, and may move them, or any part them, from one location within a building to another. 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 Depositor. 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. The Company may, upon written notice to the Depositor and any other person known by the 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, the Company may sell them in accordance with applicable law. 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, the 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. If as a result of a quality or condition of the goods of which the Company had no notice at the time of deposit the goods are a hazard to other property or to the warehouse or to persons, the 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 the Company 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, the Company may remove the goods from the warehouse and shall incur no liability by reason of such removal.

14. **Access and Delivery.** The goods deposited under this receipt will be ready for access or delivery during regular working hours or regular working days on 24 hours notice, provided that all storage and other charges are paid in full. Saturday is not a working day. The Company is not responsible for delays in access or delivery caused by strikes, or other conditions beyond its control. An additional charge will be made for all access to or part delivery of the goods.
15. **Transfer of Receipt.** No transfer of this Receipt will be recognized unless all charges are paid and the transfer is entered on the books of the Company.
16. **Shipping and Forwarding.** The Company is authorized to act for the Depositor in arranging for delivery or shipment of goods from storage at the declared value of not exceeding \$0.25 per pound per article with a maximum of \$500 per occurrence, unless the Depositor has declared a lump sum value on the entire lot, in which case the Company will forward or ship the declared goods of higher value. The carrier's or forwarder's liability for loss or damage during delivery or shipment is limited to the declared value.
17. **Condition of Depositories.** No warranty or representation is made that any of the warehouse buildings of the Company are fireproof or that the goods stored in the buildings cannot be destroyed by fire. The Company does not undertake to maintain a watchman or other burglar alarm systems.
18. **No Insurance.** The stored goods are not insured by the Company. The Company, however, does insure its legal liability.
19. **Terms of Payment.** The payments for storage and other charges are due and payable on the date of this Receipt and on the same date of each succeeding month thereafter. When goods are allowed to remain in storage for a fraction of a month, a full month's storage will be charged. Interest at the rate of 1.5% per month, charged monthly, will be made on freight or other charges advanced by the Company. The same interest charge will be assessed on the entire unpaid balance of the account if three months storage charge remains unpaid.
20. **Company Lien.** It is agreed that the Company has a general lien against the Depositor and all other persons on any and all property deposited with it, and on the proceeds from the sale for all charges provided in this contract, including storage charges, claims for money advanced, interest, insurance, transportation, labor, wrapping, weighing, and all other charges and expenses in relation to the property or any part, for all expenses necessary for preservation of the goods, all reasonable charges and expenses for notice and advertisement of sale and sale of the property when Depositor defaults, and for all costs including court costs and reasonable attorneys' fees in collecting charges or enforcing this lien, or defending itself if the Company is made a party to any litigation concerning the goods stored under this Receipt, or in filing any action in interpleader for the determination of ownership of the property deposited with the Company. The Depositor promises to pay all charges when due and the Company may, at its option, bring suit for delinquent charges without first foreclosing its lien.
21. **Time for Filing Claims and Suits.** The Company is not liable for the loss of, destruction of, or damage to the goods or any part of the goods unless, after the date on which the goods are delivered, or demand for the goods is refused:
Within 60 days after that date, the Depositor presents a claim in writing to the Company;
Within one year after that date, suit is filed by the Depositor or other person entitled to sue.
22. **Notices.** All notices required or permitted under this Receipt shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed to have been given and received on the third (3rd) day after such notice is deposited in the United States mail, by certified or registered mail, postage prepaid, addressed to the intended party to this Receipt at the address set forth below its signature or to such other address as such party may designate by like written notice to each of the other parties.
23. **Severability.** In the event that any provision or covenant of this Receipt is held to be unenforceable or invalid, such provision or covenant shall be deemed modified to the minimum extent necessary to make it valid and enforceable,

and the validity and enforceability of the remaining provisions and covenants of this Receipt shall not be affected thereby.

24. Governing Law. This Receipt has been executed in and shall be performed in the County in which the depository is located. This Receipt shall be governed by the laws of the State of California. Venue for any and all controversies involving this Receipt shall be the County in which the depository is located.

25. Arbitration. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Receipt shall be submitted to binding arbitration in Alameda County, and such arbitration shall comply with and be governed by Sections 1280 to 1294.2 of the California Code of Civil Procedure, excluding therefrom Section 1283 regarding depositions. Each party to the arbitration shall bear his, her or its own expenses of counsel, and, except as otherwise provided herein, the cost of the arbitration shall be borne equally between each of the parties to the arbitration. However, in the event that a purchase of shares has occurred hereunder, and the action is to enforce the payment obligation for the shares, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

26. Amendment. No amendment or variation of the terms of this Receipt, with or without consideration, shall be valid unless made in writing and signed by all of the parties to this Receipt at the time of such amendment.

27. Inurement. Subject to the restrictions against transfer or assignment set forth in this Receipt, the provisions of this Receipt shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, assigns and successors in interest.

28. Acknowledgment of Terms and Conditions. These Terms and Conditions shall govern all transactions, orders, or engagements between the Company and the Customer. However, in the event of any direct conflict or inconsistency between these Terms and Conditions and a separate written agreement duly signed by authorized representatives of both parties, the terms of such signed written agreement shall prevail and control. If no such separate signed agreement exists, or if a signed agreement does not address a particular matter, the Customer acknowledges and agrees that these Terms and Conditions shall govern. By placing an order, providing instructions, or otherwise engaging with the Company, the Customer expressly agrees that these Terms and Conditions constitute a binding and enforceable agreement.

29. Further Instruments. The parties shall execute such further instruments and take such further action as may be necessary to carry out the purposes and intent of this Receipt.

30. Governing Language. These Terms and Conditions are drafted in the English language. If this document is translated into any other language, the English language version shall control and prevail in the event of any conflict, discrepancy, or inconsistency between the English version and any translated version.