

Standard Contract Terms and Conditions for C & M Forwarding Co., Inc

ACCEPTANCE - Sec 1

a. This contract and the rate quotation including accessorial charges must be accepted within 30 days from the proposal date by signature of the depositor. In absence of written acceptance, the act of tendering goods described herein for storage or other services by C & M within 30 days from the proposed date shall constitute such acceptance by the depositor.

b. In the event that goods tendered for storage or other services do not conform to the description contained herein,

or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section C & M may refuse to accept such goods. If C & M accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by C & M and to all terms of this contract.

c. This contract may be cancelled by either party upon 30 days written notice and is cancelled if no storage or other services are performed under this contract for a period of 180 days.

TENDER FOR STORAGE – Sec 2

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 list showing marks, brands, product numbers or lots to be kept and accounted for separately., and the class of storage and other services desired.

STORAGE PERIOD AND CHARGES – Sec 3

a. All charges for storage are per package or other agreed unit per month.

b. Storage charges become applicable upon the date that C & M accepts care, custody and control of the goods. A month's storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of each subsequent calendar month.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS – Sec 4

a.C & M reserves the right to move, without notice any goods in storage from the warehouse in which they may stored to any other of the warehouseman's warehouses.

b. C & M may upon written notice to the depositor of record require removal of the any goods by the next succeeding storage month. Such notice shall be given to the last known place of business of the person to be notified. If goods are not removed before the end of the next succeeding storage month, C & M may sell them in accordance with applicable law.

c. If C & M, in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of C & M's lien before the end of the next succeeding storage month, C & M 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 sales held one week after a single advertisement of posting as provided by law/

d. If as a result of a quality or condition of the goods of which C & M had not notice at the time of deposit, the goods are a hazard to other property or to the warehouse or persons, C & M may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim interest in the goods. If C & M 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, C & M may remove the goods from the warehouse and shall incur no liability by reason of such removal.

e. Depositor agrees to grant C & M, without legal contest, a lien against the depositor and the goods for all storage, handling, preservation or goods and other costs and expenses in relation to goods and for the unpaid balance on depositors open account that is due. Depositor will reimburse C & M for all collection fees, cost of perfecting lien against depositor and the goods, plus attorney fees and court fees pertaining to unpaid past due accounts. Depositor agrees that C & M may refuse to release any of depositors freight until all past due accounts are paid.

HANDLING – Sec 5

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 during warehouse's normal business hours, in and out handling charges are due and payable on receipt of goods.

b. Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expense incurred by C & M 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 ocean containers or other vehicles are chargeable to the depositor.

d. When goods are ordered out in quantities or units of less than in which received and invoices, C & M may make any additional charge for each order or each item of an order.

e. C & M shall not be liable demurrage, delays in unloading ocean containers, or delays in obtaining and loading ocean containers for outbound shipments. The depositor will reimburse C & M for any container demurrage or detention charges or waiting charges.

DELIVERY REQUIREMENTS – Sec 6

a.No goods shall be delivered or transferred except upon written complete instructions received by C & M from the depositor.

b. When goods are ordered out, a 24 hr lead time shall be given C & M to carry out instructions and if C & M is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or for any reason, or because of the loss of destruction of goods, because of any other excuse provided by law, C & M 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.

c. When depositor engages carrier, C & M will not be responsible for carrier's waiting time for loading or late deliveries.

EXTRA SERVICES (SPECIAL SERVICES) Sec 7

a. Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.

b. Special services requested by depositor including but not limited to compiling stock statements, reporting weights, serials numbers or other data from packages, physical check of goods, and handling transit billing will be subject to a charge.

c. Dunnage, bracing, packing materials, or other special supplies may be provided for the depositor at a charge.

d. By prior arrangement, goods may be received or delivered during other than usual business hours subject to any additional charge.

BONDED STORAGE – Sec 8

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

b. Where a warehouse receipt covers goods in US Customs bonds, such receipt shall be void upon termination of the storage period fixed by law.

MINIMUM CHARGES – Sec 9

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.

LIABILITY AND LIMITATION OF DAMAGES – Sec 10

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

B. GOODS ARE NOT INSURED BY C & M AGAINST LOSS OR INJURY HOWEVER CAUSED. DEPOSITORS ARE RESPONSIBLE FOR THEIR OWN INVENTORY PROPERTY INSURANCE.

C. THE DEPOSITOR DECLARES THAT DAMAGES TO GOODS RECEIVED ARE LIMITED TO \$.30 PER POUND OR TWO YEARS STORAGE CHARGES WHICHEVER IS LESS. HOWEVER, SUCH LIABILITIES MAY ON WRITTEN REQUEST BY THE DEPOSITOR AT

THE TIME BE INCREASED, IN WHICH EVENT A CHARGE FOR THE EXCESS VALUE WILL BE MADE IN ADDITION TO THE MONTHLY STORAGE CHARGE

D. CUSTOMER AGREES THAT C & M FORWARDING WILL NOT BE RESPONSIBLE FOR ANY LOSSES DUE TO MIS-SHIPMENTS OR DELAYS.

NOTICE OF CLAIM AND FILING OF SUIT – Sec 11

a. Claims by the depositor and all other persons must be presented in writing to

C & M within a reasonable time and in no event longer than either 60 days after delivery of the goods by C & M or 60 days after depositor is notified by C & M that loss or injury to part or all of the goods has occurred, whichever is shorter.

b. No action may be maintained by the depositor or other against C & M 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 action is commenced either within nine months after date of delivery by C & M or within nine months after depositor is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

LIABILITY FOR CONSEQUENTIAL DAMAGES – Sec 12

C & M shall not be liable for any loss of profit or special, indirect or consequential damages of any kind.

LIABILITY FOR MISSHIPMENT – Sec 13

If C & M negligently misships goods, C & M shall pay the reasonable transportation charges incurred to return the misshipped goods to the warehouse. If the consignee fails to return the goods, C & M's maximum liability shall be for the loss of damaged goods as specified in Section 10 above, and C & M shall have no liability for damages due to the consignee's acceptance or use of the goods whether such goods be those of the depositor or another.

MYSTERIOUS DISAPPEARANCE – Sec 14

C & M shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless depositor establishes such loss occurred because of C & M's failure to exercise the care required of warehouseman under Section 10 above. Any presumption of conversion imposed by law shall not apply to such loss and claim by depositor of conversion must be established by affirmative evidence that C & M converted the goods to C & M's own use.

RIGHT TO STORE GOODS – Sec 15

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

ACCURATE INFORMATION – Sec 16

Depositor will provide C & M with information concerning the stored goods which is accurate, complete and sufficient to allow C & M to comply with all laws and regulations concerning storage, handling and transporting of the stored goods. Depositor will indemnify and hold C & M harmless from all loss, cost, penalty and expense (including reasonable attorney's fees) which C & M pays or incurs as a result of depositor failing to fully discharge this obligation.

SEVERABILITY AND WAIVER – Sec 17

a. any provision of this receipt or any application thereof, should be construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of the receipt shall not be affected thereby shall remain in full force and effect.

b. The provisions of the Warehouse Receipt shall be binding upon the depositor's heirs,executors, successors and assigns, contain the sole agreement governing goods stored with C & M and cannot be modified except by a writing signed by C & M

GENERAL:

Depositor agrees not to hire any of C & M's employees or independent contractors for a period of one year after the date of termination of C & M's services.

This storage and handling of freight agreement, constitutes the entire contract between depositor and C & M. Any changes must be in writing and signed by depositor and C & M Forwarding Co. Inc.