



1. Rights to Goods. Customer (identified on the front page) warrants that it is the owner and/or has lawful possession of the goods and has sole legal right to store and thereafter direct the release and/or delivery of such goods. Customer agrees to indemnify and hold harmless (including legal fees and costs) Warehouseman of and from any claim by others relating to ownership, storage and release of the goods, and/or any other services provided by WARHOUSEMAN under this Warehouse Receipt.

2. Services Provided. WARHOUSEMAN shall receive, store and release the goods in its Cold Storage Facility or its Warehouse Facility (individually a "Facility" and collectively the "Facilities"), as indicated on the front hereof. WARHOUSEMAN may provide other services as requested by Customer, at the rates set forth on the Rate Sheet; however, such additional services shall be provided by WARHOUSEMAN not as a bailee or warehouseman but solely as agent for Customer.

3. Rates and Charges. Whenever provision is made herein for a charge by WARHOUSEMAN, such charge shall be based upon WARHOUSEMAN's Rate Sheet in effect at the time such charge accrues or the service is performed, except that no increase in charge will be made on goods that are in storage without thirty (30) days mailed notice to the last known address of Customer. Rate Sheets shall be provided to Customer with initial deposit of goods into storage, and may thereafter be requested by Customer from WARHOUSEMAN. Storage rates shall be computed as follows: items received from the 1<sup>st</sup> day of any month through the 15<sup>th</sup> day of the same month will be charged a full month's storage; and items received from the 15<sup>th</sup> day of any month through the end of the same month shall be charged a half month's storage. A warehouse handling charge shall be made for placing goods in storage and for removing goods to a platform for delivery, as set forth in the Rate Sheet. In addition, when a part lot is transferred in a Facility from one party to another and requires physical separation of the items in the lot, the charges of such separation shall be at an hourly labor rate. Charges for additional services performed by WARHOUSEMAN shall be separately billed as such services are performed according to the Rate Sheet. Customer as well as the shipper, owner and consignee of the goods, and the goods themselves, shall remain jointly and severally liable for all charges.

4. Payment. All charges are net, due and payable without offset or deduction within ten (10) days from date of invoice. Charges due but not paid shall accrue interest at the rate of one percent (2%) per month from date due until paid in full. In addition, upon Customer's failure to pay any sum when due, all charges relating to all of Customer's lots stored at any time in the Facilities shall become immediately due and payable. Handling-out charges shall be due and payable at the time the entire lot of goods is removed from storage.

5. Customer Warranties. In addition to the warranties set forth in section 1, above, Customer warrants that the information as to count, weight, description and condition of the goods set forth on any delivery documents are accurate and may be relied upon by WARHOUSEMAN. Customer further warrants that all individual packages, pieces and items are clearly marked and that all goods requiring refrigeration have a core temperature equal to or colder than the temperature at which such goods are to be stored. Customer agrees that goods received by WARHOUSEMAN may be stored at the ambient temperature maintained at the Facility identified, unless the Special Instructions box on the front page has been completed to the contrary, and WARHOUSEMAN shall not be responsible for loss or damage to goods without Special Instructions stored at the ambient temperature routinely maintained at the Facility. Customer acknowledges that no freezer, chill or other refrigeration services are available at the Warehouse Facility; such refrigeration services shall be available only at the Cold Storage Facility. Further, Customer warrants and guarantees that all goods deposited with WARHOUSEMAN at the Facility have been packed and marked in strict accordance with all applicable state and federal hazardous goods laws and regulations and are otherwise safe for normal warehouse handling, including, without limitation, unloading, racking, unpacking and repacking from or to pallets or other unit load devices, handling by fork lift or other movement or transport equipment and loading on vehicles or other modes of transport for delivery from the Facility. In addition to any other indemnity due WARHOUSEMAN from Customer, whether contained in this Warehouse Receipt, in law or equity, Customer will save, hold harmless and defend NEWTERM

LOGISTICS from any and all claims or liabilities, including, without limitation, loss, damage, delay, personal injury or wrongful death, including all judgments or penalties imposed on WARHOUSEMAN, together with all charges, costs or expenses incurred, including attorneys fees, as a consequence of Customers breach of this warranty.

6. Additions to Storage Lot. Additional goods hereafter delivered by Customer as part of this lot while this Warehouse Receipt is outstanding shall be deemed to be included herein and shall be subject to the terms and conditions of this Warehouse Receipt.

7. Corrections. Unless written notice is given to WARHOUSEMAN without ten (10) days after receipt hereof by Customer, this Warehouse Receipt shall be deemed complete and correct.

8. Termination. WARHOUSEMAN, may, upon Ninety (90) days written notice to Customer, with or without cause, require the removal of the goods or any portion thereof and payment of all charge hereunder, whether or not there has been default by Customer. If the goods are not removed, WARHOUSEMAN may sell the goods and exercise any other rights it may have by law. Without limiting the foregoing, WARHOUSEMAN may require the removal of the goods or any portion thereof upon ten (10) days written notice if in its opinion the goods have or may have deteriorated in value to less than the amount of WARHOUSEMAN's lien on such goods.

9. Liability of WARHOUSEMAN. WARHOUSEMAN shall be responsible for exercising reasonable care under the circumstances, and shall not be liable for any loss, damage or injury to the goods that could not have been avoided by the exercise of such reasonable care. In no event shall WARHOUSEMAN be liable for any loss, damage or delay caused by default of Customer, force majeure, act of God, war or civil or military insurrection, riot, strikes, labor disputes, fire, water, theft, food, windstorm, vermin, change of temperature, internal or concealed damage, hidden vice or by any other cause or by variation in weight or for loss in weight by reason of defective or insufficient containers, it being understood that WARHOUSEMAN is not obliged to weigh the goods when receiving them. In the event of loss, damage, failure to deliver and/or miss-delivery involving the goods for which WARHOUSEMAN is legally liable, WARHOUSEMAN shall be responsible only to the extent of the actual cost to repair, restore and/or replace such goods or fifty cents (50¢) per pound for such goods, whichever is less. If Customer has declared a higher value on the front page, WARHOUSEMAN shall be responsible only to the extent of such declared higher value for such goods or the actual cost to repair, restore and/or replace such goods, whichever is less. An excess valuation charge shall be assessed in the event a higher value is declared by Customer. Customer agrees that the foregoing shall be its exclusive remedy against WARHOUSEMAN for any claim or cause of action whatsoever relating to the goods or services hereunder. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECEIVE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE.

10. Insurance. The goods are not, and shall not at any time be, insured by WARHOUSEMAN. It is agreed that the charges assessed hereunder do not include any insurance coverage. However, Customer may request that the goods be insured and WARHOUSEMAN, in its sole discretion, agreed to provide such insurance. In such event Customer shall be responsible for the costs and premium for securing and maintaining the insurance.

11. Access and Delivery. The goods shall be ready for delivery upon forty-eight (48) hours notice to Customer upon presentation of a Release Order executed by Customer, provided that all charges have been paid in full. WARHOUSEMAN shall not be responsible for any delay in delivery caused by conditions beyond its control. No transfer of this Warehouse Receipt shall be recognized unless all charges are paid, the transfer is entered on WARHOUSEMAN books and an additional charge is assessed therefore. An additional charge will also be assessed for any access to or partial delivery of goods. If WARHOUSEMAN has been unable to remove/deliver the goods due to causes beyond its control, the goods shall be automatically subject to storage charges for the next succeeding storage period. Customer shall be responsible for all shipping, handling and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the goods, and

Customer agrees to indemnify and hold harmless (including legal fees and costs) WARHOUSEMAN of and from any liability, expenses and cost arising out of and/or relating to any claim made by any such carrier and/or third party.

12. Claims. Customer shall notify WARHOUSEMAN in writing of any loss, damage, shortage, failure to deliver and/or misdelivery of goods within three (3) business days from the date and time when such was initially discovered by Customer. Customer must retain and permit WARHOUSEMAN to inspect such goods. All claims must be presented to WARHOUSEMAN in writing within thirty (30) days after discovery of such loss, damage, shortage, failure to deliver and/or misdelivery, and any lawsuit must be commenced within nine (9) months following the date claim was made. Failure to comply with any of the foregoing shall preclude Customer from maintaining any claim or suit against WARHOUSEMAN. Notwithstanding anything else contained in this Warehouse Receipt, WARHOUSEMAN shall not be obligated to review and or adjust any claim until all charges due and owing by Customer for the goods covered by this Warehouse Receipt, or for other goods, whether or not the other goods have been delivered by WARHOUSEMAN, have been fully satisfied, without setoff or deduction.

13. Law and Forum. Except as the scope of WARHOUSEMAN's warehouseman's lien in Paragraph 6, above, extending the lien to both goods in the possession of the WARHOUSEMAN and other goods, whether or not the other goods have been delivered by WARHOUSEMAN, pursuant to the laws of various states, including, but not limited to California and Tennessee, this Warehouse Receipt shall be construed in accordance with and governed by the laws of the province of Newfoundland and Labrador.

14. Severability. WARHOUSEMAN's failure to insist upon the strict compliance with any provision hereof shall not constitute a waiver or estoppel of its right to later demand strict compliance. If any provision hereof is found to be invalid, illegal and/or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall remain intact.

15. Counterparts and Facsimile Signatures. This Warehouse Receipt may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. A facsimile signature to this Warehouse Receipt shall be deemed equivalent to an original signature.

16. Integration. The headings used in these terms and conditions are for convenience of reference only, and may not be construed so as to give any substantive meaning. This Warehouse Receipt, in conjunction with any Rate Sheet and Release Order issued in connection herewith, constitutes the entire agreement between WARHOUSEMAN and Customer, and may not be altered or amended unless through writing signed by both parties.

17. Termination of Storage. WARHOUSEMAN may upon written notice, as required by law, require the removal of the goods, or any portion thereof, from the warehouse upon payment of all charges attributable to said goods, or other goods, within a stated period, not less than 90 days after such notification. If said goods are not so removed, WARHOUSEMAN may deem the goods as abandoned and 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. If in the opinion of WARHOUSEMAN goods may be about to deteriorate or decline in value to less than the amount of WARHOUSEMAN's lien thereon, or may constitute a hazard to other property or to the warehouse or persons, the goods may be removed or disposed of by WARHOUSEMAN as permitted by law. All charges related to said removal shall be paid by Customer.