

TERMS AND CONDITIONS FOR STORAGE AND DISTRIBUTION HANDLING SERVICES

(Please Read Carefully)

“**S&H Terms**” means these terms for storage and distribution handling services. “**Storage services**” include indoor storage within a warehouse and outdoor storage. “**Distribution handling services**” mean cross-docking, consolidation, deconsolidation, transloading, packaging, labeling, and other similar handling activities by TGL or third-party vendors. The term “**Goods**” means the cargo tendered by or on behalf of Customer for warehousing and/or distribution handling services to be performed by TGL pursuant these terms and conditions and includes any and all packaging and/or containers not supplied by or on behalf of TGL. The term “**TGL**” means **Tahoma Global Logistics** and any and all corporate affiliates, subsidiaries and parent companies of TGL. The term “**Customer**” includes the consignor, shipper, depositor, consignee, receiver and retriever of Goods as well as any person, including any corporation, company or other legal entity having any interest in Goods, or anyone acting on behalf of any such person. “**Person**” includes an individual, trust, estate, partnership, association, business or nonprofit organization, governmental authority, or other legal entity. By tendering Goods to or requesting or accepting Goods or Services from **TGL**, Customer, as identified in any Scope Document or Rates Document issued by TGL, agrees to these S&H Terms, which are incorporated into each Scope Document and each Rates Document.

1. Services. TGL shall provide the Services described in a Scope Document according to Customer’s instructions as long as the instructions do not conflict with these S&H Terms. In the event a document issued by TGL – or a written agreement between Customer and TGL – incorporates these S&H Terms by reference, these S&H Terms will apply with full force and effect as if verbatim set forth in such document or agreement, except as specifically modified or otherwise conditioned in a written agreement between Customer and TGL. TGL may provide additional services under these S&H Terms at such rates as TGL may specify or as the parties otherwise agree in writing. TGL will not release or deliver Goods without instructions from Customer. However, TGL shall have no liability for following instructions that TGL in good faith believes originated from Customer or its agents. No “**Lot**” (meaning a unit of Goods that is subject to an “in and out” or other per unit charge) will be broken into sub-units unless specified in the Scope Document. Unless otherwise agreed, TGL has complete freedom to choose the means, procedures, agents and contractors for performing Services.

2. Customer’s Duties. (a) Customer must provide all documents and information required to enable TGL to perform Services, including a manifest showing marks, brands or other identification, weights, packages, condition, and consignee. Customer must provide instructions for handling and distribution and ensure that all Goods are properly packaged for storage and transport. TGL may without further inquiry rely on all documents and information furnished to TGL. If Customer fails to perform any obligation, TGL may use its judgment in connection with Goods. Customer must not name TGL as a consignee on any shipment. (b) Customer will give TGL only accurate and complete information and documents, and that Customer is and will remain in compliance with all applicable laws. Customer shall not tender any substance that is of a hazardous or dangerous nature or that is regulated by any law as hazardous or dangerous (“**Dangerous Goods**”), unless TGL at its sole discretion agrees to accept Dangerous Goods and Customer pays such rates as TGL may specify.

3. Pricing. Customer and TGL have agreed upon the pricing for the Services in each Rates Document. Customer may request additional services that are not delineated in a Scope Document subject to additional fees. On 30 days’ notice TGL may adjust pricing based on objective conditions in the locality where Goods are stored to reflect TGL’s increased costs for storing, distributing, or handling Goods. Any other pricing adjustment is effective upon mutual agreement in email or in another record between TGL and Customer. TGL is not obligated to provide Services if Customer objects to a pricing adjustment.

4. Insurance. The rates quoted do not include insurance, and TGL is not an insurer of any Goods. If TGL agrees to procure insurance, TGL has the right to select the insurance companies and underwriters. The insured shall have recourse against the insurer only and not against TGL. Customer must pay all insurance premiums and TGL’ charges to arrange for insurance.

5. Limitation of Liability.

(a) Customer and TGL agree that they have negotiated a reasonable limitation of liability based upon the value of Goods, the Parties’ respective business interests and rates charged. In the event of loss or damage subject to mandatory applicable law which invalidates TGL’s otherwise applicable maximum contractual liability hereunder, TGL’s liability shall be limited to the lowest amount permissible by / in accordance with such applicable law.

(b) TGL has no obligations other than those set forth in these S&H Terms. Except as specifically set forth in these S&H Terms, TGL makes no express or implied warranties in connection with Services.

(c) In the absence of proven failure of TGL to exercise reasonable care as required by applicable law while Goods are in TGL’s physical custody, TGL has no liability whatsoever for any loss, damage, expense or delay, however caused and whether visible or concealed. In cases where TGL is liable for any expenses, loss, or damage, TGL’s liability is governed by the provisions of sections 5 and 6 of these S&H Terms.

(d) TGL bases its rates on limited liability for loss, damage, or other expense. Because of this limited liability, the rates are lower than charges based on full release value of Goods. Therefore, subject to the further limitations of liability in this section 5, TGL’s liability for any cargo loss, damage or expense is limited to a released value of fifty cents (US) (\$0.50) per pound up to a maximum of fifty dollars (US) (\$50) per Lot. However, the applicable amount of any partial cargo loss, damage or expense shall be adjusted pro rata.

(e) Customer may obtain an increase in the liability of TGL above the limits in subsection (d) above if TGL agrees to the request before it renders any Services, and the agreement sets forth the limit of TGL’s liability and the additional compensation received or paid for the added liability. Rates based on full release value are available to Customer on written request. Otherwise, any valuation that Customer places on Goods shall be considered for informational purposes only.

(e) AS FURTHER LIMITATIONS ON TGL’S LIABILITY, CUSTOMER AGREES THAT THE MAXIMUM AGGREGATE OF TGL’S LIABILITY TO CUSTOMER FOR ANY CHARGES, CLAIMS, DAMAGES, LIABILITIES, JUDGMENTS, COSTS, EXPENSES, PAYMENTS OR LOSSES OF ANY KIND DURING ANY CALENDAR YEAR THAT ARE NOT ALREADY LIMITED BY OTHER PROVISIONS OF THIS SECTION 5, WHETHER OR NOT THE SAME ARISE OUT OF OR RELATE TO SERVICES PERFORMED BY TGL, SHALL BE NO MORE THAN THE LESSER OF THE FOLLOWING: (i) TEN THOUSAND DOLLARS (US) (\$10,000); (ii) ACTUAL, DIRECT DAMAGES; OR (iii) THE AGGREGATE SERVICE CHARGES PAID BY CUSTOMER TO TGL DURING THE SAME PERIOD.

(f) AS FURTHER LIMITATIONS ON TGL'S LIABILITY, CUSTOMER AGREES THAT TGL SHALL IN NO EVENT BE LIABLE FOR (I) CONCEALED DAMAGE, (II) INVENTORY VARIANCES, (III) CHARGEBACKS, (IV) ANY DELAYS, INCLUDING DEMURRAGE, DETENTION OR OTHER CHARGE, OR (V) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, INCOME OR OPPORTUNITY, EVEN IF TGL IS ON NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR FOR THE ACTS OR OMISSIONS OF ANY OTHER PERSON AND HOWEVER ARISING, INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, WILLFUL OR INTENTIONAL ACTS OR OMISSIONS.

(g) THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 5 APPLY EVEN IF THEY CAUSE ANY REMEDY OTHERWISE AVAILABLE TO FAIL OF ITS ESSENTIAL PURPOSE AND WITHOUT REGARD TO TGL' PERFORMANCE OF FAILURE OR DELAY OF PERFORMANCE.

(h) If Goods are covered by these S&H Terms and by a bill of lading, waybill, other contract of carriage, or forwarder's cargo receipt issued by TGL, the limitations of liability set forth in these S&H Terms apply.

(i) TGL's liability shall be predicated on a duty of reasonable care, and TGL will have no liability for any damages not directly attributable to TGL's breach of such duty. TGL makes no warranties, representations or guarantees, either express, implied, statutory, or otherwise, oral or written, with respect to storage and distribution handling services furnished under these S&H Terms, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

6. Limitation of Actions. With respect to any act or omission by TGL, Customer must present to TGL at TGL' office (1) a preliminary notice of claim within 14 days after the loss or incident giving rise to the claim and (2) a formal written sworn proof of claim within 180 days from the date of loss or incident giving rise to the claim. Failure to satisfy these requirements is a complete defense to any suit or action by Customer, to the extent applicable law does not mandatorily provide otherwise. As an additional requirement, any suit to recover on a claim against TGL must be commenced within one year after the date of delivery or release of Goods, the date when Goods should have been delivered or released, or the date when any other loss, damage, expense, or delay first arose.

7. Payment and Credit Terms. TGL' standard payment terms require receipt of cash before performance of Services. TGL may in its sole discretion extend credit to Customer. The amount and terms of credit are subject to TGL's periodic review. TGL may in its sole discretion increase, decrease, suspend, or revoke credit at any time for any reason and without advance notice. Except to the extent TGL otherwise agrees, TGL has no obligation to make or incur any expense, guarantee, or advance for any purpose.

8. General Lien on any Property. TGL has a general lien on any and all property (and documents relating thereto) now or hereafter in TGL' possession, custody or control as security for all existing and future indebtedness and obligations of Customer to TGL. If Customer is in breach of any indebtedness or obligation to TGL, TGL has the right to do one or more of the following (i) withhold delivery or release of any property, even if not related to such property, or (ii) cease performing Services, or (iii) require payment of all indebtedness and removal of all Goods. If any such indebtedness or obligation is unsatisfied, TGL may, in addition to all other rights and remedies under other agreements and/or applicable law, exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. Any notice required to be given of a public or private sale or other disposition made at least 10 days before a proposed action constitutes fair and reasonable notice. Customer shall be liable for all costs and fees incurred by TGL in the lien and lien sale of Goods. TGL also reserves all other rights allowed by law to recover unpaid amounts. TGL affiliates shall be third party beneficiaries to these S&H Terms to the extent necessary to enforce this section 8. Any surplus from the sale or other disposition, after deduction for all sums owed to TGL, shall be transmitted to Customer, and Customer shall be liable for any deficiency.

9. Compensation of TGL. The compensation of TGL for its Services and advances shall be included with and is in addition to the rates and charges of all third parties to handle, transport, load, unload, store, clear, enter, deliver, distribute, or otherwise deal with Goods, and shall be exclusive of any brokerage, commissions, dividends, or other revenue received by TGL from insurers or other Persons. Customer shall pay all costs, expenses, and fees (including reasonable attorneys' fees) incurred by TGL in connection with (a) the enforcement of payment or performance of any indebtedness or obligation of Customer (including by any action or participation in, or in connection with, a bankruptcy or insolvency proceeding, wherever pending) or (b) any dispute between TGL and Customer or any other Person. Customer shall pay all amounts owed to TGL in the lawful currency specified in TGL' invoices in immediately available funds, without abatement, counterclaim, set-off, recoupment, and free and clear of, and without any deduction or withholding for, any taxes, duties, confiscation, detention, or other matters. If any amount is not paid when due, it shall accrue interest until paid at 1.5% per month (19.72% per annum).

10. Intellectual Property. TGL's intellectual property provided, demonstrated or used in connection with any Services, including databases, software, web pages, programs, processes and procedures, reports, manuals, presentations, patents, trademarks, copyrights, trade secrets, service marks, know-how and any other similar rights or intangible assets recognized under applicable law (all of the foregoing, including source codes and similar information, "**Intellectual Property**"), was developed and maintained at great expense, is of great value to TGL, is confidential and proprietary, and shall remain the sole and exclusive property of TGL at all times. Without TGL's consent, Customer shall neither directly nor indirectly attempt to or actually disclose, use, re-create, duplicate, decode, alter, change, disassemble, decompile, or reverse engineer any Intellectual Property. Customer acknowledges and agrees that a violation of any of the foregoing shall cause irreparable harm to TGL.

11. Data Privacy. Customer must comply with all applicable privacy and data protection laws with respect to personal information ("**Customer Data**") about Persons that Customer provides to TGL to enable TGL to perform Services. With respect to Customer Data, Customer acts as a "data controller" or similar term under applicable law. Customer must obtain the proper consent from all data subjects to the disclosure and transfer of Customer Data to TGL. In providing Services, TGL may be required to share Customer Data with a governmental authority and may process Customer Data and thus act as a "data processor" or similar term under applicable law with respect to such data. TGL may use Customer Data in any place in performing services or in account opening or administration.

12. Force Majeure. TGL is not liable for loss, damage, expense, delay, or nonperformance resulting in whole or in part from circumstances beyond the control of TGL, including: (i) acts of God, including flood, earthquake, storm, hurricane, epidemic, pandemic, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation; (iv) blockades and embargoes; (v) geopolitical instability including economic confrontations between major powers, such as an all-out trade war between China and the

U.S.; (vi) ransomware, cyberwarfare, or cyber-attacks; (vii) civil commotions or riots; (viii) defects, nature or inherent vice of any Goods; (ix) acts, breaches of contract, or omissions by Customer or any other person, entity, association or other organization who may have an interest in any Goods; (x) acts by any government, governmental authority or governmental official, including denial or cancellation of any import, export or other necessary license; (xi) strikes, lockouts, slowdowns or other labor conflicts; or (xii) equipment failure not attributable to the fault of TGL (to include electrical power, heat, light, air conditioning or communications equipment). Customer shall reimburse TGL for all efforts taken to mitigate Customer's losses under circumstances of any force majeure event, including but not limited to storage charges.

13. Governing Law. These S&H Terms shall be construed according to the laws of the location where the Goods are stored.

14. Miscellaneous. Terms such as "includes" and "including" are not limiting. All references to documents include electronic documents. These S&H Terms shall be construed without regard to any presumption or rule that they be construed against the Person causing all or part of them to be drafted. If any part of these S&H Terms is held invalid or unenforceable by a final, non-appealable judgment, the judgment does not affect the validity or enforceability of any other part of these S&H Terms. Notwithstanding any course of dealing, course of conduct, course of performance, or usage of trade, (a) whenever reference is made to TGL's agreement, acceptance, approval or consent, even if not specifically so stated such agreement, acceptance, approval or consent is not effective unless in writing and signed by a duly authorized officer of TGL, (b) neither failure nor delay by TGL to exercise any right operates as a waiver, (c) no single or partial exercise of any right by TGL precludes any other or further exercise thereof or the exercise of that or any other right, (d) no amendment, modification, rescission, waiver or release of all or part of these Distribution Terms is effective without TGL's specific prior written approval. TGL may from time to time change these S&H Terms. The applicable S&H Terms can be found on TGL's website, <https://www.TGL.com>, are effective 15 days after such publication, and may differ from the pre-printed terms. In the event of a conflict between these S&H Terms and the updated version on TGL's website in effect on the date that TGL commences Services, the updated version controls.