

**ENGELHART WAREHOUSING'S STANDARD WAREHOUSE TERMS AND CONDITIONS****GENERAL STATEMENT AND DEFINITION**

(a) Any deal confirmation issued by the warehouseman shall be subject to the terms and conditions set out herein. Goods described on a warehouse receipt or stock certificate issued by the warehouseman are stored and handled in accordance with the rates and charges set out in the warehouseman's deal confirmation (and in the absence of a deal confirmation, in accordance with the warehouseman's standard rates and charges sheet as then in effect) and are subject to the terms and conditions set out herein, unless otherwise agreed by the warehouseman.

(b) Warehouseman defined: The terms "the warehouseman" or "the warehouse company" as used in these terms and conditions, including the Limitations of Liability herein, specifically refers to Engelhart Warehousing (Singapore) Pte Limited ("Engelhart") and, where applicable, includes its officers, directors, employees, subsidiaries, affiliates, agents and subcontractors.

**1. ACCEPTANCE AND DEAL CONFIRMATION**

(a) Acceptance by the warehouseman includes any goods received at or transported to his warehouse facility with this being defined as the buildings, sheds, docks, overhangs, yard space and fenced areas, including vehicles and transportation equipment parked therein, as well as other off site facilities controlled by the warehouse company. Acceptance by the warehouseman is on 30 days term basis, renewable each month by continued mutual agreement, or unless otherwise stated in a deal confirmation (or other written document) signed by an officer of the warehouse company. In accordance with the provisions of Uniform Commercial Code §7203, the party holding the Title to the merchandise and/or equipment as indicated (the "Depositor" or "Customer") declares that piece counts, inventory or equipment received by the warehouseman are on a "vendor's load and count" basis, and acknowledges and stipulates that "contents, quantity, condition (are) unknown" to the warehouseman and that the warehouseman has no knowledge of whether all or any part of the goods are in fact received or conform to the description thereof in terms of marks or labels, or kind, quantity, quality or condition, and thus has no liability for such piece counts, contents, quantity, quality or condition.

(b) A deal confirmation including accessorial charges endorsed on or attached thereto must be accepted in writing by the depositor within 30 days from the date of issue of the deal confirmation. In the absence of such written acceptance, the act of tendering goods described herein for storage or any other services performed by warehouseman within 30 days from the date of issue of the deal confirmation shall constitute such acceptance by depositor of the terms of the contract and the deal confirmation. No other contract with the warehouseman or offer is valid unless duly signed by an authorized officer of Engelhart.

(c) In the event that goods tendered for storage or other services do not conform to the description contained herein or in the deal confirmation, or conforming goods are tendered after 30 days from the date of issue of the deal confirmation without prior written acceptance by the depositor as provided in paragraph (b) of this section, the warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of the contract and other conditions as notified by the warehouseman.

(d) This contract may be canceled by either party upon 30 days written notice and is canceled if no storage or other services are performed under such contract for a period of 180 days.

**2. SHIPPING**

Depositor agrees not to ship goods to warehouseman as the named consignee. If in violation of this agreement, goods are shipped to warehouseman as "named consignee", depositor agrees to notify carrier in writing prior to such shipment, with a copy of such notice to the warehouseman, that the party named as consignee is a warehouseman, and the warehouseman has no beneficial title or interest in such property. Depositor further agrees to indemnify and hold harmless the warehouseman from any and all charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to so notify carrier as required by this section, warehouseman shall have the right to refuse any such goods and shall not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such goods. Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors and assigns.

**3. TENDER FOR STORAGE**

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.

**4. STORAGE PERIOD AND CHARGES**

(a) All charges for storage or per package charges or other agreed unit charges are per month, unless otherwise indicated in warehouseman's deal confirmation.

(b) Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or issue of warehouse receipt.

(c) Except as provided in paragraph (d) of this section, or otherwise provided in warehouseman's deal confirmation, a full month's storage charge will apply on all goods received after the first of the calendar month; and a full month's storage charge will apply to all goods in storage 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.

(d) When mutually agreed to by the warehouseman and the depositor, a storage charge 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.

(e) No right of setoff or deduction: Depositor agrees that it will not deduct the cost of any claim, dispute, misunderstanding, retailer chargeback, markdown, price deduction, penalty, fee, interest cost or assessment from the amounts invoiced by the warehouseman to the depositor for any services provided under any deal confirmation, proposal or other agreement including but not limited to services provided under these Standard Warehouse Terms and Conditions or related to services under any trucking bill of lading or any other agreement or transportation document.

**5. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS**

(a) Instructions to transfer goods on the books of the warehouseman are subject to section 7(b) below and are not effective until delivered to and accepted in writing by warehouseman, 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.

(b) The warehouseman reserves the right to move, at his expense, 14 days after notice is sent by certified or registered mail to the depositor of record or to the last known holder of a negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of its warehouses; but if

such depositor or holder takes delivery of the goods in lieu of transfer, no storage charge will be made for the current storage month. The warehouseman may, without notice, move goods within or about his warehouses or other off site facilities or utilize trailers or other secure transportation equipment on the warehouseman's property to house the goods.

(c) The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require payment of any charges and the removal of any goods from the warehouse 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 warehouseman may sell them in accordance with applicable law.

(d) If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification under this section 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.

(e) If, as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit, the goods are a hazard to other property or to the warehouse, to the warehouse facilities or to persons, the warehouseman may sell the goods at public or private sale without advertisement or posting on reasonable notification to all persons known to claim an interest in the goods. If warehouseman 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 warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

(f) The depositor declares that the warehouseman has an absolute and unqualified right to require the depositor to remove its goods from the warehouseman's facilities, at the depositor's expense, in accordance with Uniform Commercial Code § 7206; and that the warehouseman has an absolute and unqualified right to exercise the enforcement of a warehouseman's lien in accordance with Uniform Commercial Code § 7209 and 7210 for settlement of all charges, including but not limited to reasonable attorney's fees incurred by the warehouseman in the exercising of such lien or eviction. The depositor shall also hold the warehouseman harmless and release absolutely and forever the warehouseman from any claims, obligations, suits, actions or causes of actions or attorney's fees incurred by the depositor, which may arise from the warehouseman exercising such rights and/or from the final disposition of depositor's merchandise.

## 6. HANDLING

(a) The handling charges cover the ordinary labor involved in receiving goods at warehouse door and transferring said goods to their first place of rest in the warehouse and subsequent returning goods to the warehouse door. Additional Handling charges apply for any intermediate movement from the goods' first place of rest in the warehouse for any additional services. Handling In/Out and Devanning charges are due and payable on receipt of the goods.

(b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman 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, the warehouseman may make an additional charge for each order or each item of an order.

(e) The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless the warehouseman has failed to exercise reasonable care.

## 7. DELIVERY REQUIREMENTS

(a) No goods shall be delivered or transferred except upon receipt by the warehouseman of depositor's complete written instructions. Written instructions shall include, but are not limited to, Fax, EDI, e-mail or similar communications, provided warehouseman has no liability when relying on the information contained in the communication as received. However, when no negotiable receipt is outstanding, goods may be delivered (but not transferred) upon instructions by telephone in accordance with a prior written authorization, but the warehouseman shall not be responsible for loss or error occasioned thereby.

(b) The warehouseman will only accept an instruction to transfer goods where it is accompanied by a written release containing the necessary information as required by warehouseman, and notified to the depositor from time to time, to effect the transfer. When a transfer is effected, the transferred goods shall be stored and handled in accordance with the rates and charges set out in the warehouseman's standard rates and charges sheet as then in effect (copies of which are available on request), unless otherwise agreed by the warehouseman and are subject to the terms and conditions set out herein. The depositor will indemnify and hold the warehouseman harmless from all loss, cost, penalty and expense (including but not limited to reasonable attorneys' fees) which the warehouseman pays or incurs (including but not limited to in respect of any dispute or litigation whether instituted by the warehouseman or others) as a result of the warehouseman effecting a transfer of goods in accordance with the written instructions and information received from the depositor. Where goods are transferred in accordance with these terms and conditions, the warehouseman shall issue to the transferee a stock certificate, in a form determined by the warehouseman, confirming the transferee's right to receive, hold and dispose of the goods it covers.

(c) When a negotiable receipt has been issued, no goods covered by that receipt shall be delivered, or transferred on the books of the warehouseman, 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 order of a court of competent jurisdiction and the posting of security approved by the court as provided by law.

(d) When goods are ordered out, a reasonable time shall be given to the warehouseman to carry out instructions. If he is unable to do so, or is unable to perform any obligation under a contract, because of any reason beyond the warehouseman's control including but not limited to acts of God, war, work stoppages, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions; or because of loss or destruction of goods or any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and the goods remaining in storage will continue to be subject to regular storage charges.

## 8. EXTRA SERVICES (SPECIAL SERVICES)

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

(b) Special services requested by the 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.

(c) Dunnage, bracing, packing materials, pallets or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.

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

(e) Communication expenses including but not limited to postage, fax, telegram, e-mail or telephone, will be charged to the depositor if such concern more than ordinary inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

#### 9. BONDED STORAGE

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

(b) Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

#### 10. LIABILITY

(a) Goods which are subject to damage through temperature or humidity changes or other causes incident to general storage will be received in general storage only at depositor's risk for such damage as might result from general storage conditions.

(b) Warehouseman and depositor mutually agree to furnish each other with waivers of the right of subrogation of their respective insurance carriers of their fire and other coverage policies.

(c) Electronic Data Interchange (EDI), data input and retail compliance services: the warehouseman may provide at a specific charge, some or all software, hardware, data lines and personnel to map and transmit EDI documents, interface shipment data, manually input data, scan and generate retailer specified labels (bar code), engage in UPC numerology record and maintenance and credibility, and other ancillary services (including testing systems interfaces related to shipments of merchandise in an automated environment), and the warehouseman expressly shall not be liable for any loss or injury to goods, transactions, shipment data or business stipulations or the consequences of any contractual sales terms between the depositor and other third parties including but not limited to retail trading or transportation partners. Neither the warehouseman nor its officers, subcontractors or agents shall have any liability for any loss, claims or damages, direct, indirect or consequential (including but not limited to lost profits, business interruption, loss of business information, loss of sales or lost business of the depositor), chargebacks or other retailer penalties, incidental or other damages, arising out of or relating to the warehouseman engaging in EDI, data transmissions, bar code scanning, RFID, labeling or other retail compliance provisions on the depositor's behalf regardless of whether any claim is based upon warranty, contract or tort. The depositor shall be liable for any retailer chargebacks, penalties, fees or deductions, as a result of, or consequential to, the warehouseman's efforts to perform said services on behalf of the depositor, or in the execution of such services.

#### 11. MINIMUM CHARGES

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

#### 12. LIABILITY AND LIMITATION OF DAMAGES

**(a) THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO GOODS STORED, HANDLED, TRANSLOADED, STAGED, ASSEMBLED, CRATED, BRACED, TEMPERATURE MAINTAINED AND CONTROLLED, LABELED, PACKAGED, SEALED, OR OTHERWISE SERVICED BY THE WAREHOUSEMAN, HOWEVER CAUSED, UNLESS SUCH LOSS OR INJURY RESULTED FROM THE FAILURE BY THE WAREHOUSEMAN TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES; AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.**

**(b) GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS, DAMAGE, OR INJURY HOWEVER CAUSED.**

**(c) WAREHOUSE STORAGE CARGO: THE DEPOSITOR DECLARES THAT SUBJECT TO PARAGRAPH (d) BELOW, DAMAGES ARE LIMITED TO A MAXIMUM OF FIFTY (50) TIMES THE MONTHLY STORAGE RATE PAID BY THE DEPOSITOR, UNLESS OTHERWISE PROVIDED IN THE WAREHOUSEMAN'S DEAL CONFIRMATION TO THE DEPOSITOR, PROVIDED, HOWEVER THAT SUCH LIABILITY MAY AT THE TIME OF THIS CONTRACT AS PROVIDED IN SECTION 1 BE INCREASED ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE, AS PROVIDED BY THE WAREHOUSEMAN'S DEAL CONFIRMATION TO THE DEPOSITOR, WILL BE PAID IN ADDITION TO THE REGULAR MONTHLY STORAGE CHARGE.**

**(d) THE LIABILITY OF THE WAREHOUSEMAN TO THE DEPOSITOR WHETHER UNDER A CONTRACT OR HOWSOEVER ARISING SHALL BE LIMITED TO A MAXIMUM OF US\$50,000 PER ANY ONE EVENT OR SEQUENCE OF EVENTS ARISING FROM ONE AND THE SAME CAUSE REGARDLESS OF THE NUMBER OF WAREHOUSE RECEIPTS OR STOCK CERTIFICATES HELD BY SUCH DEPOSITOR.**

**(e) CARGO OTHER THAN WAREHOUSE STORAGE: FOR TRANSLOAD, CROSSDOCK, CFS VANNING OR DEVANNING, VEHICLE UNLOADING OR LOADING, BLOCKING AND BRACING, OR OTHER TYPES OF CARGO WHICH MAY OR MAY NOT INCLUDE WAREHOUSE OR DOCK STORAGE, THE DEPOSITOR DECLARES THAT SUBJECT TO PARAGRAPH (d) ABOVE, DAMAGES ARE LIMITED TO A MAXIMUM OF 50 (FIFTY) PER CENT OF THE APPLICABLE TRANSLOAD OR OTHER SERVICE CHARGE PAID PER PACKAGE OR SHIPPING UNIT, UNLESS OTHERWISE PROVIDED IN WAREHOUSEMAN'S DEAL CONFIRMATION TO THE DEPOSITOR.**

**(f) WAREHOUSEMAN ASSUMES NO RISKS OF PRODUCT LIABILITY FOR DEPOSITOR (OR ITS CUSTOMERS) NOR DOES WAREHOUSEMAN PROVIDE DEPOSITOR WITH PRODUCT LIABILITY INSURANCE. AS THE PRODUCTS, PACKAGING AND MATERIALS UTILIZED ARE ALL OF DEPOSITOR'S DESIGN AND SELECTION, THE DEPOSITOR ASSUMES ALL RISKS ASSOCIATED THERETO. THE DEPOSITOR SHALL INDEMNIFY WAREHOUSEMAN AND SAVE AND HOLD THE WAREHOUSEMAN HARMLESS FROM ALL LIABILITY AND CLAIMS, DEMANDS, DAMAGES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF INJURY TO OR DEATH OF PERSONS, (INCLUDING EMPLOYEES, SUB CONTRACTORS OR AGENTS) AND DAMAGE TO ANY AND ALL PROPERTY INCLUDING LOSS OF USE THEREOF RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT OR THE PRODUCTS RESULTING THEREOF; EXCEPTING ONLY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE WAREHOUSEMAN; DEPOSITOR SHALL, UPON REQUEST OF WAREHOUSEMAN, DEFEND AND SATISFY ANY AND ALL SUITS OR JUDGMENTS ARISING FROM WORK PERFORMED OR PRODUCTS RESULTING FROM WORK PERFORMED UNDER THIS CONTRACT INCLUDING ALL THIRD PARTY CLAIMS. WAREHOUSEMAN DOES NOT WARRANT THE QUALITY OR INTEGRITY OF COMPONENTS OR PARTS SUPPLIED BY DEPOSITOR'S VENDORS OR FACTORIES.**

**(g) ALL GOODS UNDER THE RESPONSIBILITY OF THE WAREHOUSE COMPANY ARE AT DEPOSITOR'S RISK OF LOSS OR DAMAGE CAUSED BY FIRE, WIND, WATER, SPRINKLER LEAKAGE OR MALFUNCTION, RATS, MICE, VERMIN, LEAKAGE, OR PROVIDENTIAL CAUSES, OR BY ENEMIES OF GOVERNMENT, OR MOBS, OR BREAKABLE GOODS NOT PROPERLY PACKED, OR FROM ANY CAUSE BEYOND THE CONTROL OF THE WAREHOUSEMAN. THE RESPONSIBILITY OF THE WAREHOUSEMAN IS GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN. THE WAREHOUSEMAN WILL ASSUME NO RESPONSIBILITY FOR CONCEALED DAMAGE, LEAKAGE, VARIATIONS IN WEIGHTS, OR FOR LOSS IN WEIGHT**

BY REASON OF DEFECTIVE OR INSUFFICIENT PACKAGING OR CONTAINERS, OR DELAYS, WHETHER OCCURRING WHILE GOODS ARE IN STORAGE OR ARE BEING HANDLED, NOR FOR FAILURE TO DETECT OR REMEDY SAME, NOR FOR LOSS OR DELAYS CAUSED BY STRIKES OR CIVIL COMMOTIONS INCLUDING WORK STOPPAGES, OR LABOR DISPUTES, OR DEMURRAGE OR DETENTION CHARGES ON EQUIPMENT.

(h) DEPOSITOR DECLARES THAT THE WAREHOUSEMAN IS NOT RESPONSIBLE FOR LOST SALES, MARKET CONDITIONS, OR OTHER BUSINESS TRENDS OR CONDITIONS, FOR THE QUALITY OR CLEANLINESS OF MERCHANDISE OR PACKAGING OR FOR MISUNDERSTANDINGS OR LACK OF CUSTOMER SERVICE RELATED TO GOODS THAT MAY HAVE BEEN STORED OR HANDLED BY THE WAREHOUSEMAN AND WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OF PROFIT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. DEPOSITOR FURTHER HOLDS THE WAREHOUSEMAN HARMLESS FOR ROUTINGS, SCHEDULING, MISSED DELIVERIES, FREIGHT CHARGES, C.O.D. COLLECTIONS, TRANSPORTATION RELATED CLAIMS AND THEIR PROCESSING, MISDELIVERIES, SHORTAGES AND DAMAGES (CONCEALED OR OTHERWISE) AND THE SOLVENCY AND/OR PERFORMANCE OF CARRIERS AS IT MAY RELATE TO THE PRE-WAREHOUSE OR POST-WAREHOUSE INLAND TRANSPORTATION SERVICES FOR DEPOSITOR'S GOODS, WHICH MAY BE ANCILLARY TO SUCH STORAGE OR HANDLING BY THE WAREHOUSEMAN.

(i) WAREHOUSEMAN SHALL BE LIABLE FOR LOSS OF GOODS DUE TO INVENTORY SHORTAGE OR UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF GOODS ONLY IF THE DEPOSITOR ESTABLISHED SUCH LOSS OCCURRED BECAUSE OF WAREHOUSEMAN'S FAILURE TO EXERCISE THE CARE REQUIRED OF A WAREHOUSEMAN UNDER PARAGRAPH (a) ABOVE. ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW SHALL NOT APPLY TO SUCH LOSS AND A CLAIM BY THE DEPOSITOR OF CONVERSION MUST BE ESTABLISHED BY AFFIRMATIVE EVIDENCE THAT THE WAREHOUSEMAN CONVERTED THE GOODS TO THE WAREHOUSEMAN'S OWN USE.

(j) WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY DUTIES, TAXES, IMPOSTS, LEVIES OR OTHER CHARGES, INCLUDING WITHOUT LIMITATION, SALES, PROPERTY OR INVENTORY TAX ("TAXES") IN RESPECT OF THE GOODS WHATSOEVER THAT MAY BE LEVIED ON THE GOODS WHILE ON THE BOOKS OF THE WAREHOUSEMAN. THE DEPOSITOR SHALL INDEMNIFY THE WAREHOUSEMAN AND SAVE AND HOLD THE WAREHOUSEMAN HARMLESS FROM LIABILITY FOR SUCH TAXES HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO ANY ATTORNEY'S FEES AND COURT COSTS IN RESPECT THEREOF.

### 13. NOTICE OF CLAIM AND FILING OF SUIT

(a) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or damage 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 the warehouseman for loss or damage 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 nine months after date of delivery by warehouseman or within nine months after depositor of record or the last known holder of negotiable warehouse receipt is notified that loss or damage to part or all of the goods has occurred, whichever time is shorter

(c) When goods have not been delivered, notice may be given of known loss or damage to the goods by mailing of a registered or certified letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for the presentation of a claim in writing and maintenance of an action after notice begin on the date such notice is mailed by the warehouseman.

(d) It is agreed that any controversy or claim arising out of or relating to this contract or the breach thereof shall be submitted to the exclusive jurisdiction of the United States District Court for the Southern District of New York in the City of New York, unless that court does not have subject-matter jurisdiction or declines jurisdiction, in which case any such dispute shall be submitted to the exclusive jurisdiction of the state court for the State of New York in the borough of Manhattan, City of New York, as described in the following paragraph.

(1) Each party hereby submits to the jurisdiction of the United States District Court for the Southern District of New York. Each party waives, to the fullest extent permitted by applicable law, any objection to the venue in the United States District Court for the Southern District of New York (or to the venue of the state court in the State of New York in the borough of Manhattan, City of New York) or to any claim of inconvenient forum of such court.

(2) Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any proceeding relating to this contract under this clause.

(3) The court shall decide which party shall pay to the prevailing party the fees and costs of the proceedings. Such fees and costs shall include but not be limited to administrative fees, travel expenses, out-of-pocket expenses including copying and telephone costs, court costs, witness fees and attorneys' fees and costs.

(e) This contract or any related transaction between the warehouseman and the depositor or others shall be governed by the laws of the State of Michigan. Except as otherwise provided in Sec. 5(f), in the event of any suit, action or proceeding arising under this contract commenced by any party hereto in any court of competent jurisdiction, the prevailing party shall be entitled to receive from the other party, in addition to any other relief granted, reasonable attorney's fees and costs.

### 14. PER DIEM/LEASE CHASSIS

Any neutral "Pool" chassis leasing charges and/or equipment per diem, detention or demurrage charges assessed, will be for the account of the depositor, unless specifically authorized in a contract signed by an officer of Engelhart.

### 15. RIGHT TO STORE GOODS; ACCURATE INFORMATION

(a) The depositor represents and warrants that the depositor is lawfully possessed of the goods and has the right and authority to store them with warehouse. The depositor agrees to indemnify and hold the warehouseman harmless from all loss, cost and expense (including but not limited to reasonable attorneys' fees) which the warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by the warehouseman or others, respecting the depositor's right, title or interest in the goods. Such amounts shall be charges in relation to the goods and subject to warehouseman's lien.

(b) The depositor will provide the warehouseman with information concerning the goods which is accurate, complete and sufficient to allow the warehouseman to comply with all laws and regulations concerning the storage, handling and transporting of the goods. The depositor will indemnify and hold the warehouseman harmless from all loss, cost, penalty and expense (including but not limited to reasonable attorneys' fees) which the warehouseman pays or incurs as a result of the depositor failing to fully discharge this obligation.

### 16. LIEN

Warehouseman has a lien for all lawful charges for storage and preservation of the goods; also for all lawful claims for money advanced, interest, insurance,

transportation, labor, weighing, cooperating and other charges and expenses in relation to such goods, and for the balance on any other accounts that may be due.

#### 17. DOCUMENTS OF TITLE

Documents of title, including warehouse receipts and stock certificates, may be issued either in physical or electronic form at the option of the warehouseman.

#### 18. ASSIGNMENT AND NOVATION

The warehouseman may assign, novate, transfer or subcontract any or all of its rights and obligations under a contract to any group company which carries on the same business for so long as that company remains a member of the warehouseman's group. The warehouseman shall procure that such assignee: (i) exercises its rights and performs its obligations in accordance with these terms and conditions; and (ii) honors any warehouse receipt or stock certificate issued by the warehouseman prior to the assignment (save that the assignee may, at its discretion, cancel and reissue any such issued warehouse receipt or stock certificate on the assignee's letterhead).

#### 19. SEVERABILITY AND WAIVER

(a) If any provision of these terms and conditions, or any application thereof, should be construed or held to be void, invalid or unenforceable, the remaining provision of these terms and conditions shall not be affected thereby but shall remain in full force and effect.

(b) The warehouseman's failure to require strict compliance with any provision of these terms and conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of these terms and conditions.

#### ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT

Nothing entered hereon shall be construed to extend the warehouseman's liability beyond the standard of care specified in sections 10 and 12 above.