

CARTA GLOBAL LOGISTICS, INC.

WAREHOUSE TERMS AND CONDITIONS

These Warehouse Terms and Conditions are incorporated in and are a part of the Warehouse Services Agreement between Carta Global Logistics, Inc. ("Carta") and the customer ("Customer") identified therein.

SECTION 1 - ACCEPTANCE

The goods described on any Carta invoice, receipt or related warehouse document are stored and handled in accordance with these Warehouse Terms and Conditions. The act of tendering goods for storage at a Carta warehouse, or accepting any other services provided by Carta, constitutes acceptance of these Warehouse Terms and Conditions by Customer.

SECTION 2 - SHIPPING

Customer agrees not to ship goods to Carta as the named consignee. If goods are shipped to Carta as the named consignee in violation of this Agreement, Customer agrees to notify the carrier in writing prior to such shipment, with copy of such notice to Carta, that Carta as named consignee is a warehouseman and has no beneficial title or interest in such goods. Customer further agrees to indemnify and hold harmless Carta and its owners, directors, officers, managers, employees and agents and its affiliates and their owners, directors, officers, managers, employees and agents (collectively "**Carta Released Parties**") for, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses, including attorneys' fees and costs and court costs (individually "**Claim**" and collectively "**Claims**") for unpaid transportation charges, including undercharges, demurrage, detention, charges and fees of any nature, in connection with goods so shipped. Customer further agrees that, if it fails to notify the carrier as required by this Section 2, Carta shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods.

SECTION 3 - TENDER FOR STORAGE

All goods for storage shall be delivered to the warehouse door properly marked and packaged for handling; provided, however, Customer shall not deliver (and Carta shall have no obligation to accept) any goods prohibited by law. Customer shall furnish to Carta, 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. Unless Customer otherwise instructs in writing, Carta has no obligation to keep separate any of the goods set forth in a warehouse receipt and may store the goods in bulk, in lots, or in a commingled manner, in Carta's discretion. On written request of Customer, and then only by special arrangement and subject to extra labor charges in accordance with the Warehouse Rates and Fees, original packages may be broken out for partial delivery.

SECTION 4 - STORAGE PERIOD AND CHARGES

The rates and fees charged for storage, loading and unloading, less-than-truckload ("**LTL**"), palletizing and pallets, other labor, overtime, and weekend and holiday services are set forth in the Warehouse Rates and Fees. In addition, the following terms and conditions apply.

- (a) All charges for storage are per trailer, carton, container, pallet, package or other agreed unit are per month.
- (b) Storage charges begin to accrue upon the date Carta accepts care, custody and control of the goods, regardless of the unloading date or the date of issuance of a warehouse receipt.
- (c) Storage charges will be prorated from the date the freight is received and accepted by Carta to the end of the current calendar month.
- (d) Unless Carta specifies otherwise in writing, all storage charges are due upon the date of Carta's invoice to Customer.

SECTION 5 - TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

(a) Instructions by Customer for the transfer of goods to Carta are not effective until delivered to and accepted by Carta. All charges incurred up by Customer or its good to the time the transfer is accepted by Carta are chargeable to and shall be paid by Customer. Charges will be made by Carta for each transfer of goods to Carta and for any rehandling of the goods deemed by Carta to be required. Carta reserves the right to move any of Customer's goods from one Carta warehouse to another Carta warehouse in which case a new storage date is established on the date of transfer, a new warehouse receipt will be issued, and the Warehouse Terms and Conditions shall continue to apply.

(b) Carta may, in its discretion and without notice to Customer, move goods from time to time within the warehouse in which they are stored.

(c) Carta may, in its discretion and upon written notice to Customer and to any other person known by Carta to claim an interest in the goods, require the removal of any goods within a period of time set forth in the notice, but not less than thirty (30) days after the date of such notification (except as expressly otherwise provided in this Agreement). If such goods are not removed within the stated period, Carta may sell them in accordance with applicable lien laws and exercise any other rights it has under law with respect to the goods.

(d) If Carta reasonably believes that the goods or any portion of the goods are about to deteriorate or decline in value to less than the amount of their declared value (or, if no value was declared, Customer's cost) or may constitute a hazard to the warehouse, other property, or persons, or are prohibited by law, such goods may be removed or disposed of by Carta as permitted by law. All charges related to such removal or disposal shall be paid by Customer upon Carta's written request.

(e) In the event Customer requests partial delivery of the goods covered by a warehouse receipt, the Warehouse Terms and Conditions shall continue to apply to the goods remaining in storage.

SECTION 6 - HANDLING

(a) Carta's handling charges cover the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, moving goods within the warehouse, and returning goods to the warehouse door. All handling charges are due and payable on receipt of the goods by Carta.

(b) Additional costs or expenses incurred by Carta in receiving and handling damaged goods, and additional costs or expenses in unloading from or loading into cars or other vehicles not at the warehouse door will be charged to Customer in accordance with the Warehouse Rates and Fees.

(c) When goods are ordered out in quantities less than in which the goods were received, Carta may assess an additional charge for each order or each item of an order in accordance with the Warehouse Rates and Fees.

(d) Carta shall not be liable for demurrage, detention, or delays in unloading inbound cars, trailers, containers or cartons, or delays in obtaining or loading cars, trailers, containers or cartons for outbound shipment, unless such demurrage, detention or delays are the direct result of Carta's failure to exercise reasonable care.

SECTION 7 - DELIVERY REQUIREMENTS

(a) No goods shall be delivered or transferred to Carta except upon receipt by Carta of complete written instructions from or on behalf of Customer. Written instructions may be transmitted by facsimile, electronic data interchange ("EDI"), or email; provided, however, Carta shall have no liability when relying on the instructions or information contained in the communication it receives. If prior written authorization has been provided by Customer to Carta, goods may be delivered upon instruction by telephone or other means of communication in accordance with such prior written instructions, but Carta shall not be responsible for loss or error occasioned thereby.

(b) When goods are ordered out by Customer, Carta shall have a reasonable time to carry out the instructions. If Carta is unable because of acts of God (including fire, water, and weather), war, terrorism, public enemies, seizure under legal process, strikes, lockouts, work stoppages, labor disputes, riots, civil commotions, civil protests, acts of public authorities (actual or apparent), court orders, epidemics, pandemics, mechanical or electrical failures, sprinkler damage or leakage, acts or omissions of Customer or its agents, any other reason beyond Carta's control, loss or destruction of goods for which Carta is not liable, or any other excuse provided by law (individually and collectively a ("**Force Majeure Event**")),

Carta shall not be liable for failure to carry out such instructions and all goods remaining in storage will continue to be subject to the Warehouse Rates and Fees.

SECTION 8 - ADDITIONAL SERVICES AND CHARGES

- (a) Warehouse labor required for services other than ordinary handling and storage will be charged to Customer in accordance with the Warehouse Rates and Fees.
- (b) Special services requested by Customer, including, but not limited to, compiling of special stock statements, reporting marked weights, serial numbers or other data from containers or packages, physical checking of goods, and handling of transfer billing, will be subject to an additional charge in accordance with the Warehouse Rates and Fees.
- (c) By prior written arrangement, goods may be received or delivered other than during regular business hours subject to an additional charge in accordance with the Warehouse Rates and Fees.
- (d) Communication expenses including, but not limited to, postage or telephone will be charged to Customer if such expenses concern more than normal inventory reporting or if, at the request of Customer, communications are made by other than regular United States mail, facsimile, EDI or email.
- (e) All charges other than storage charges addressed in Section 4 above are due and payable upon the date of Carta's invoice. All charges, including storage charges, not paid by the due date shall bear interest from the date such charge is due until paid at the maximum interest rate permitted by law or eighteen percent (18%) per annum, whichever is greater.

SECTION 9 - MINIMUM CHARGES

- (a) Customer may request to reserve a portion of the space in a warehouse ("**Lot**") for its goods. If the request is granted, there will be a minimum handling charge per Lot and a minimum storage charge per Lot per month as determined by the Parties based upon the Warehouse Rates and Fees. When the warehouse receipt covers more than one Lot or when a Lot is an assortment, a minimum charge per mark, brand or variety will be made in accordance with the Warehouse Rates and Fees.
- (b) A minimum monthly charge to one account for storage and/or handling will be made in accordance with the Warehouse Rates and Fees. This charge will apply to each account when a Customer has several accounts with each account requiring separate records and billing.

SECTION 10 - LIABILITY AND LIMITATION OF DAMAGES

- (a) Carta shall not be liable for any claim or demand ("**Claim**") for loss or damage to goods stored regardless of how caused, unless the Claim resulted directly from the failure by Carta to exercise such care regarding the goods as a reasonably prudent man would exercise under like circumstances (the "exercise of reasonable care"). Carta shall not be liable for any Claim which could not have been avoided by the exercise of such care. In particular, but without limiting the extent of the foregoing disclaimer of liability, Carta shall not be responsible for any Claim resulting from any Force Majeure Event. Carta shall not be liable for any Claim resulting from any electrical or mechanical derangement or from rust, oxidation, discoloration, or cosmetic damage to any goods. Carta shall not be liable for any Claim for damage to the exterior of packaging, cartons or containers.
- (b) Notwithstanding any provision in this Agreement to the contrary, but nonetheless subject to the limitations in Section 10(f), in the event of any liability of Carta hereunder for any Claim, Carta's maximum liability for any Claim shall not exceed (i) the lesser of (A) the actual repair cost if the good can be repaired and Carta elects to have the good repaired, (B) the replacement value if the good cannot be repaired or Carta elects not to have the good repaired, (C) the actual cost of reproducing the good with like kind and quality if Carta instead so elects, or (D) \$0.50 per pound if the good is not repaired, reproduced or replaced, or (ii) if a value is declared at the time of receipt of goods by Carta and the related excess value charge is fully paid, the declared value, so long as Customer provides its commercial invoice to support the value declared by Customer or, if no invoice is provided, the declared value is substantiated in an appraisal by an independent appraiser approved by Carta and, further, in no event shall Carta's liability be greater than the declared amount. Carta reserves the right to inspect and weigh any goods for which a Claim is made.
- (c) Where loss or damage occurs to stored goods for which Carta is not liable, Customer shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental clean-up and site remediation resulting from the loss or damage to the goods. Customer shall indemnify and hold

harmless the Carta Released Parties for, from and against all Claims which Carta pays or incurs as a result of Customer failing to fully discharge this obligation.

(d) In the event that Carta approves a Claim of damage or loss to goods and the amount thereof, as a condition to such payment Carta shall be entitled to possession and title to all of the damaged goods or portion of the goods for which the Claim and payment was approved by Carta, with the exception of food products that may cause harm if sold in a damaged, deteriorated or unsafe condition. The failure to deliver possession and title to the damaged goods to Carta shall be a complete bar to recovery on the Claim.

(e) Notwithstanding the foregoing provisions of this Section 10, but nonetheless subject to the limitations in Section 10(f), if Carta negligently mis-ships goods, Carta shall pay the reasonable transportation charges incurred to return the mis-shipped goods to the warehouse. If the consignee fails to return the goods, Carta's maximum liability shall be the same as for lost or damaged goods as provided in this Section 10.

(f) IN NO EVENT SHALL CARTA BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS LOSSES, INTEREST, UTILITY OR MARKET VALUE, REGARDLESS OF WHETHER CARTA HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT RESULT OR BE INCURRED.

(g) CARTA HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

SECTION 11 - NOTICE OF CLAIM AND FILING OF SUIT

(a) Claims by Customer and all third parties must be presented in writing to Carta within a reasonable time, but in no event later than either sixty (60) days after receipt and acceptance of the goods by Carta or sixty (60) days after Customer is notified that loss of or damage to all or part of the goods has occurred, whichever time is shorter.

(b) All Warehouse Rates and Fees must be paid in full by Customer before any Claim is considered to have been presented to Carta and before the Claim will be processed.

(c) As a condition precedent to making or presenting any Claim or filing any suit or initiating any other proceeding, Customer shall provide Carta with a reasonable opportunity to inspect and weigh the goods which are the basis of Customer's Claim.

(d) No lawsuit or other proceeding may be maintained by Customer or any third parties against Carta for any Claim for loss or damage to the goods stored or for an overcharge of rates or fees unless (1) the Claim has been timely presented in writing as required in Section 11(a), (2) Customer has paid in full all Warehouse Rates and Fees as required by Section 11(b), (3) Carta has been provided an opportunity to inspect and weigh the goods as required by Section 11(c), and (4) such lawsuit or other proceeding is commenced either within nine (9) months after date of receipt and acceptance of the goods by Carta or within nine (9) months after Customer is notified by Carta that loss of or damage to part or all of the goods has occurred or after Customer otherwise learns of the loss or damage, whichever time is shorter. In the event any one or more of such requirements is not timely and fully satisfied, such failure shall be a complete and irrevocable bar to such Claim.

(e) All Claims presented to Carta shall be submitted to Carta at 2700 South Gilbert Road, Suite 10, Chandler, Arizona 85286 or, if sent by email, to claims@gocarta.com, or to such other mailing address or email address that Carta designates in writing.

SECTION 12 - INSURANCE

Goods are not insured by Carta, and the Warehouse Rates and Fees do not include insurance on the goods unless Carta has agreed in writing to obtain such insurance for the benefit of Customer. In the event Customer chooses to self insure stored goods, Customer acknowledges that Customer's insurance coverage will always be primary, and Carta provides no insurance covering Customer's goods.

SECTION 13 - RIGHT TO STORE GOODS

Customer represents and warrants that Customer is lawfully possessed of the goods stored in Carta's warehouse and has the full right and authority to store the goods with Carta. Customer agrees to indemnify and hold harmless the Carta Released Parties for, from and against all Claims which Carta pays or incurs as a result of any dispute or litigation, whether instituted by Carta or others, respecting Customer's right, title, interest in or right to possession of the goods. Such amounts may be assessed as charges in relation to the

goods and shall be subject to Carta's lien rights. Customer grants to Carta a continuing general lien and a warehouse lien upon all goods stored in Carta's warehouse.

SECTION 14 - ACCURATE INFORMATION

Customer will provide Carta with information concerning the stored goods which is accurate, complete and sufficient to allow Carta to comply with all laws and regulations concerning the storage, handling and transporting of the goods and to apply and charge the appropriate Warehouse Rates and Fees. Customer shall indemnify and hold harmless the Carta Released Parties for, from and against all Claims which Carta pays or incurs as a result of Customer failing to fully discharge this obligation.

SECTION 15 – CUSTOMER'S DEFAULT

Carta may terminate this Agreement effective immediately upon written notice to Customer if Customer (a) fails to pay any sum or amount due to Carta within ten (10) days of the date due or (b) fails to comply with or is in breach of any other covenant, obligation, term or condition of this Agreement and does not fully cure such default within fifteen (15) days after the date of written notice thereof to Customer. If Carta commences any arbitration (which, if commenced by Carta, Customer agrees to participate in lieu of litigation) or litigation between the Parties to enforce or interpret any provision of this Agreement or any rights or obligations arising under this Agreement or for injunctive relief or specific performance, Customer shall pay to Carta all of Carta's costs and expenses, including, without limitation, reasonable attorneys' fees and costs, expert witness fees and costs, and all reasonable related expenses incurred by Carta in connection therewith and any appeal therefrom. Such award shall be made by the arbitrator or the court (and not by a jury), as applicable.

SECTION 16 – EFFECT OF TERMINATION

Upon the expiration or termination of this Agreement for any reason, (a) all amounts payable to Carta in accordance with this Agreement shall be paid by Customer within ten (10) days after the date of expiration or termination, (b) Customer shall pick up all of its stored goods from the warehouse door and remove them from the premises, all at Customer's cost and expense, within five (5) days after the date of expiration or termination, (c) all covenants and obligations of Customer, including covenants and obligations of indemnification, arising under this Agreement or accruing hereunder before the expiration or termination shall survive such expiration or termination.

SECTION 17 – SEVERABILITY AND WAIVER

(a) If any provision of these Warehouse Terms and Conditions, or any application thereof, should be construed or held to be void, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

(b) Carta's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision of this Agreement.

SECTION 18 - ENTIRE AGREEMENT; AMENDMENT; BINDING EFFECT

This Agreement, which includes these Warehouse Terms and Conditions, the Warehouse Liability – Customer Selection Form, and the Warehouse Rates and Fees, constitutes the entire agreement between Carta and Customer and supersedes all prior negotiations, communications, arrangements, representations and agreements, oral or written. This Agreement cannot be altered, modified or amended except by a writing signed by an authorized representative of each Party. This Agreement cannot be assigned by Customer without Carta's consent, in its discretion, and otherwise this Agreement shall be binding upon each Party's respective heirs, personal representatives, executors, successors and permitted assigns.

SECTION 19 – GOVERNING LAW; JURISDICTION; VENUE

This Agreement and all rights and benefits and all duties and obligations of the Parties hereunder shall be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of the State of Arizona, but without the application of any conflict of law principles that would require or permit the application of the laws of any other jurisdiction. Each of the Parties consents to the exclusive jurisdiction of, and venue in, the federal and state courts located in Maricopa County, Arizona, and any arbitration shall be held and conducted in such county.

SECTION 20 – CONSTRUCTION; INTERPRETATION

The captions in this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement is the result of negotiations between the Parties, and the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings. The Parties waive the application of any rule of law otherwise applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions should be interpreted or construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Customer acknowledges that it has engaged an attorney to advise it with respect to the provisions of this Agreement and their legal effect or, if Customer did not engage an attorney, it did not do so voluntarily and nonetheless had a sufficient opportunity to carefully read this Agreement and understands the terms and conditions hereof.

SECTION 21 – COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, which together shall constitute one and the same Agreement. This Agreement may be delivered by personal delivery, facsimile or email with a pdf attachment. This Agreement also may be executed and delivered by DocuSign, AdobeSign or similar electronic means.