Standard Contract Terms and Conditions

DEFINITIONS - SECTION 1
As used in this Non-Negotiable Warehouse Receipt or Contract and Rate Quotation (collectively and/or alternatively "Warehouse Receipt") the following terms have the following meanings:
(a) Depositor. Means the person, firm, corporation or other entity for whom the Goods described herein are stored and to whom this Warehouse Receipt is issued and anyone else claiming an interest in the Goods.
(b) Contractor. Means Vie Logistics, Inc. As used in Sections 10, 11, 13 and 14 of this Warehouse Receipt,
Contractor includes officers, directors, employees and agents of Contractor while acting within the scope and course of their employment.
(c) Lot. Unit or units of Goods which are separately identified by Contractor.
(d) Warehouse. Means Contractor's warehouse facility identified on the front of this Warehouse Receipt.
(e) Goods. the personal property and/or any portion thereof which is described herein and/or which Contractor has agreed to receive and/or store pursuant to this Warehouse Receipt.

SHIPMENTS TO WAREHOUSE- SECTION 2
Depositor agrees that all Goods shipped to Contractor shall identify Depositor on the bill of lading/or other contract of carriage as the named consignee, in care of Contractor, and shall not identify Contractor as the consignee. If, in violation of this Section 2, Goods are shipped to Contractor identifying Contractor as consignee, Depositor agrees to immediately notify carrier in writing, with a copy of such notice to Contractor, that Contractor named as consignee is the "in care of party" only and has no beneficial title or interest in such Goods, is not a party to or beneficiary of the transportation contract and is not the shipper/consignee of such Goods. Depositor further agrees that, if it fails to notify carrier as required by this Section 2 before delivery to Contractor, Contractor shall have the right to refuse such Goods and shall not be liable or responsible for any cost, expense, loss, injury, misconsignment, or damage of any nature to, or related to, such refused Goods. Whether Contractor accepts or refuses Goods shipped in violation of this Section 2, Depositor agrees to indemnify and hold Contractor harmless of and from any and all claims for transportation, storage, handling and other charges relating to such Goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.

TENDER FOR STORAGE - SECTION 3
(a) All Goods for storage shall be delivered at the Warehouse, during Contractor's normal business hours, properly marked and packaged for handling.
(b) 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. Otherwise the Goods may be stored in bulk or assorted Lots in general storage at the discretion of Contractor and charges for such storage will be made at the applicable storage rate.
(c) Receipt and delivery of all or any units of a Lot shall be made without subsequent sorting except by special arrangement and may be subject to a charge.
(d) Contractor shall store and deliver Goods only in the packaging and pallet configuration in which they are originally received unless otherwise agreed to in writing.
(e) Unless Depositor shall have given, at or prior to delivery of the Goods, written instructions to the contrary, Contractor, in its discretion, may commingle and store in bulk different Lots of fungible Goods, whether or not owned by the same Depositor.
(f) Contractor shall not be responsible for segregating Goods by production or other code date, unless specifically agreed to in writing.

STORAGE CHARGES - SECTION 4
(a) Storage charges commence on the date that Contractor accepts care, custody and control of the Goods, regardless of unloading date or date of issue of Warehouse Receipt.
(b) Except as provided in paragraph (c) of this Section, storage rates are quoted and apply on a Split Month Basis. Under the Split Month Basis, the storage month is a calendar month and a full month's storage charge will apply on all Goods received between the first and the 15th day, inclusive, of a calendar month and one-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month. Thereafter, a full month's storage charge will apply on all Goods then remaining in storage on the first day of the next and all succeeding calendar months. All storage charges are due, payable and earned on the first day of storage for the initial month and thereafter on the first day of the calendar month.

(c) When mutually agreed in writing, storage rates apply on an Anniversary Basis. Under the Anniversary Basis, the storage month extends from the date of receipt in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. All storage charges are due, payable and earned on the first day of the storage month.

TERMINATION OF STORAGE, REMOVAL OF GOODS- SECTION 5

(a) Unless otherwise agreed in writing, Contractor may, in its discretion, store the Goods in any room or area of the Warehouse and may, without notice to Depositor at Contractor's expense, remove any Goods from any room or area of the Warehouse to any other room or area of the Warehouse.

(b) Contractor may, at its expense, 14 days after notice is sent to Depositor, move any Goods from the Warehouse to any other warehouse operated by Contractor.

(c) Contractor may, upon written notice to Depositor and any other person known by Contractor to claim an interest in the Goods, require the removal of any Goods from the Warehouse, upon payment of all charges attributable to such Goods, within a stated period, not less 30 days after such notice. If said Goods are not so removed, Contractor may sell them in accordance with applicable law and shall be entitled to exercise all other rights it has under the law with respect to such Goods. Provided, however, if Contractor, in good faith, believes that the Goods are about to deteriorate or decline in value to less than the amount of Contractor's lien in a shorter period than 30 days, Contractor may specify in the notification any reasonable time, less than 30 days after such notice, 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.

(d) If as a result of a quality or condition of the Goods of which the Contractor had no notice at the time of deposit, the Goods are a hazard to other property or to the Warehouse or to persons, Contractor may sell the Goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the Goods. If Contractor, after a reasonable effort, is unable to sell the Goods, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such sale or other disposition of the Goods, Contractor may remove the Goods from the Warehouse and shall incur no liability by reason of such removal.

HANDLING - SECTION 6

(a) Unless otherwise agreed, the handling charge covers only the ordinary labor involved in receiving unitized Goods on pallets at Warehouse door, placing such Goods in storage, and returning such Goods to Warehouse door during Contractor's normal business hours but does not include loading or unloading. Handling charges are due and payable on receipt of Goods.

(b) Unless otherwise agreed in writhing, a charge, in addition to the regular handling charge will be made for any services performed or provided by Contractor other than specified in Section 6(a) at rates which are in effect from time to time and available upon request.

(c) Additional costs incurred by Contractor in receiving and handling damaged Goods, and any additional expense in unloading Goods from or loading Goods into rail cars, trailers or other vehicles not at Warehouse door will be charged to Depositor.

(d) Labor and materials used in loading and/or unloading rail cars, trailers or other vehicles are chargeable to Depositor.

(e) When Goods are ordered out in quantities less than in which received, Contractor may make an additional charge for each order or each item of an order.

(f) Contractor shall not be liable for demurrage, detention or other charges, or delays in loading or unloading outbound or inbound rail cars, trailers or other vehicles, or delays in obtaining rail cars, trailers or other vehicles for outbound shipment unless such charge or delay was caused solely by Contractor's failure to exercise reasonable care.

DELIVERY; TRANSFER OF TITLE - SECTION 7

(a) No Goods shall be delivered or transferred except upon receipt by Contractor of complete written instructions and Contractor has no liability when relying on the information contained in said written instructions. Goods may be transferred or delivered upon instructions by telephone in accordance with a prior written authorization, but Contractor shall not be responsible for any loss or error occasioned thereby.

(b) Instructions to transfer Goods on the books of Contractor are not effective until delivered to and accepted by Contractor, and all charges up to the time transfer is made are chargeable to Depositor. If a transfer involves rehandling the Goods, such will be subject to a charge. When Goods are transferred from Depositor to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

(c) Contractor shall have a reasonable time to make delivery after Goods are ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced Goods. If Contractor has exercised reasonable care and is unable, due to any cause beyond Contractor's control, to effect delivery as requested, Contractor shall not be liable for its failure to effect such delivery and all Goods remaining in storage will continue to be subject to regular storage charges.

(d) All instructions and requests for delivery of Goods or transfer of title are received subject to satisfaction of all charges, liens and security interests of Contractor with respect to the Goods.

(e) Contractor shall be entitled to exercise all rights and remedies available to it under the law to resolve conflicting claims as to the right to possession of the Goods. All costs, including reasonable attorneys' fees, incurred by Contractor relating in any way to Contractor's activities referred to in this Section 7(e) shall be charged to Depositor and shall be charges in relation to the Goods and subject to Contractor's general warehouse lien

EXTRA SERVICES (SPECIAL SERVICES) - SECTION 8
(a) Special services requested by 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 may be subject to a charge.
(b) Dunnage, bracing, packing materials and other special supplies, may be provided by Contractor at a charge in addition to the Contractor's cost.
(c) By prior arrangement, Goods may be received or delivered during other than Contractor's normal business hours, subject to a charge.
(d) Communication expenses including postage, overnight deliver. EDI and telephone may be charged to Depositor if such concern more than normal inventory reporting or if, at the request of Depositor, communications are made by other than regular United States Mail.
(e) In the event of damage or threatened damage to the Goods, Depositor shall pay all reasonable and necessary costs of protecting and preserving the Goods. When such costs are attributable both to the Goods and to property stored by Contractor for one or more of its other customers, said costs shall be apportioned between and/or among Depositor and all other affected customers on a pro rata basis to be determined by Contractor.

PAYMENT TERMS; MINIMUM CHARGES - SECTION 9
(a) Unless otherwise agreed in writing, all advances and other charges, under this Warehouse Receipt, are due and payable upon the date of invoice. All advances and other charges not paid within 30 days after the due date are subject to an interest charge from the date said advance or other charge became due until paid, at the rate of 1.5% per month or the maximum interest rate allowed by law, whichever is less.
(b) A minimum handling charge per Lot and a minimum storage charge per Lot per month will be made. When a 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.
(c) A minimum monthly charge for one account for storage and/or handling will be made. This charge will apply also to each account when Depositor has several accounts, each requiring separate records and billing.

LIABILITY AND LIMITATION OF DAMAGES - SECTION 10
(A) CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO GOODS HOWEVER CAUSED UNLESS SUCH LOSS, DESTRUCTION AND/OR DAMAGE RESULTED FROM THE FAILURE BY CONTRACTOR TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND CONTRACTOR SHALL NOT BE LIABLE FOR LOSS, DESTRUCTION AND/OR DAMAGE WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.
(B) THE GOODS ARE NOT INSURED BY CONTRACTOR AGAINST LOSS, DESTRUCTION AND/OR DAMAGE HOWEVER CAUSED AND THE STORAGE RATES DO NOT INCLUDE INSURANCE ON THE GOODS UNLESS CONTRACTOR HAS AGREED, IN WRITING, TO OBTAIN SUCH INSURANCE FOR THE BENEFIT OF DEPOSITOR.
(C) Unless otherwise agreed in writing, the Goods shall be stored in ambient temperature and humidity conditions.
(D) IN THE EVENT OF LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO GOODS FOR WHICH CONTRACTOR IS LEGALLY LIABLE, DEPOSITOR DECLARES THAT CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (i) THE ACTUAL COST TO DEPOSITOR OF REPLACING, OR REPRODUCING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH REASONABLE TRANSPORTATION COSTS TO WAREHOUSE; (ii) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED GOODS ON THE DATE DEPOSITOR IS NOTIFIED OF SUCH LOSS, DAMAGE AND/OR DESTRUCTION; (iii) 50 TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO SUCH LOST, DAMAGED AND/OR DESTROYED GOODS; (iv) $.25 PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS. PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, DEPOSITOR MAY, UPON WRITTEN REQUEST, INCREASE CONTRACTOR'S LIABILITY
ON PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION, FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS OR DESTRUCTION OF OR DAMAGE TO THE GOODS HAS OCCURRED.
(E) CONTRACTOR'S LIABILITY REFERRED TO IN SECTION 10(D) SHALL BE DEPOSITOR'S EXCLUSIVE REMEDY AGAINST CONTRACTOR FOR ANY CLAIM OR CAUSE OF ACTION OF ANY TYPE WHATSOEVER RELATING TO LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO GOODS AND SHALL APPLY TO ALL SUCH CLAIMS AND CAUSES OF ACTION INCLUDING THOSE FOR INVENTORY SHORTAGE, UNEXPLAINED LOSS AND MYSTERIOUS DISAPPEARANCE. IN NO EVENT SHALL DEPOSITOR BE ENTITLED TO LOSS OF PROFIT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

(g) In the event of loss or destruction of or damage to Goods, for which Contractor is not liable, Depositor 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 such loss, destruction and/or damage.
(h) Depositor agrees that it may not setoff any claims for loss or destruction of or damage to Goods against amounts due to Contractor under this Warehouse Receipt without the prior written agreement of Contractor.

NOTICE OF CLAIM AND FILING OF SUIT - SECTION 11
(a) Contractor shall not be liable for any claim of any type whatsoever for loss and/or destruction of and/or damage to Goods unless such claim is presented , in writing, within a reasonable time and in no event longer than either (i) 60 days after delivery of the lost, damaged or destroyed Goods, or (ii) 60 days after Depositor learned or, in the exercise of reasonable care, should have learned of such loss, damage or destruction, whichever time is shorter.
(b) Depositor shall provide Contractor with a reasonable opportunity to inspect the Goods which are the basis of Depositor's claim.
(C) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY DEPOSITOR OR OTHERS AGAINST CONTRACTOR FOR LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN PARAGRAPH (A) OF THIS SECTION AND UNLESS DEPOSITOR HAS PROVIDED CONTRACTOR WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN PARAGRAPH (B) OF THIS SECTION AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN EITHER (i) NINE (9) MONTHS AFTER DELIVERY OF THE LOST, DAMAGED OR DESTROYED GOODS, OR (ii) NINE (9) MONTHS AFTER DEPOSITOR LEARNED OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF SUCH LOSS, DAMAGE OR DESTRUCTION, WHICHEVER TIME IS SHORTER.

LIEN - SECTION 12
Contractor shall have a lien on the Goods and on the proceeds thereof for all charges for storage, handling, transportation (including demurrage, detention and terminal charges), insurance, labor and other charges present or future with respect to the Goods, advances and loans by Contractor in relation to the Goods and for expenses necessary for preservation of the Goods or reasonably incurred in their sale pursuant to law. Contractor further claims a lien on the Goods for all such charges, advances and expenses in respect to any other property stored by Depositor in any other warehouse owned or operated by Contractor or any of its subsidiaries wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

LIABILITY FOR MISSHIPMENT AND MISLABELING - SECTION 13
If, due to Contractor's failure to exercise the care required of it under Section 10(A) above, it midships or mislabels Goods, Contractor shall pay the reasonable transportation charges to return the misshipped and/or mislabeled Goods to the Warehouse. If the consignee fails to return the Goods, Contractor's maximum liability shall be for the Goods as specified in Section 10(E) above, and Contractor shall have no liability for damages due to the consignee's acceptance or use of the Goods whether such Goods are those of Depositor or property of another.

MYSTERIOUS DISAPPEARANCE - SECTION 14
Contractor shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance unless Depositor establishes such loss occurred because of Contractor's failure to exercise the care required of it under Section 10(A) above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Depositor of conversion must be established by affirmative evidence that Contractor converted the Goods to Contractor's own use.

RIGHT TO STORE GOODS - SECTION 15
(a) Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Contractor under the terms and conditions of this Warehouse Receipt. Depositor agrees to indemnify and hold Contractor harmless of and from all loss, cost and expense (including reasonable attorneys' fees) which Contractor pays or incurs as a result of any dispute or litigation, whether instituted by Contractor or others, respecting Depositor's right, title or interest in the Goods or right or authority to store them with Contractor. Such amounts shall be charges in relation to the Goods and subject to Contractor's general warehouse lien.
(b) Depositor agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

ACCURATE INFORMATION - SECTION 16
Depositor will provide Contractor with information concerning the Goods which is accurate, complete and sufficient to allow Contractor to comply with all laws and regulations concerning the storage, handling and transportation of the Goods. Depositor will indemnify and hold Contractor harmless of and from all loss, cost, penalty and expense (including reasonable attorneys' fees) which Contractor pays or incurs as a result of Depositor failing to fully discharge this obligation. Such amounts shall be charges in relation to the Goods and subject to Contractor's general warehouse lien.

NOTICES - SECTION 17
All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to Contractor at the address on the front hereof and to Depositor at its last known address. Depositor is presumed to have knowledge of the contents of all notices transmitted in accordance with this Section within five days of transmittal.

SEVERABILITY and WAIVER - SECTION 18
(a) If any provision of this Warehouse Receipt, or any application thereof, is construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected thereby but shall remain in full force and effect.
(b) Contractor's failure to require strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver of or estoppel to later demand strict compliance with that or any other provision(s) of this Warehouse Receipt.
(c) The provisions of this Warehouse Receipt: (i) shall be binding upon Depositor's heirs, executors, successors and assigns, (ii) contain the sole agreement governing the Goods and (iii) cannot be modified except by a writing signed by Contractor or one of its agents.

GOVERNING LAW/JURISDICTION - SECTION 19
This Warehouse Receipt and the legal relations between the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of California, notwithstanding its conflict of laws rules. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Warehouse Receipt shall be brought only in the appropriate state or federal court in California.

I agree to the Standard Contract Terms and Conditions of Vie Logistics, Inc.

Company_____

Name_____ Title_____

Signature_____ Date_____