

WAREHOUSE TERMS AND CONDITIONS OF CONTRACT

1. In tendering this shipment, the shipper agrees to all of the terms and conditions specified herein. GOODS NOT ACCEPTABLE FOR SHIPPING OR STORAGE.
2. GOODS WILL NOT BE ACCEPTED FOR SHIPMENT IMC INTERNATIONAL, INC. will not accept checks, coins, paper money, gold, silver, jewelry, precious or semi-precious stones, art works, live animals, perishables, explosive, hazardous or contraband materials of any nature, for any purpose at any time. If any such goods are delivered to IMC INTERNATIONAL, INC. or its agents or servants, all risk of loss and all responsibility for loss of any type shall be retained by the party who put such goods into the custody or control of IMC INTERNATIONAL, INC. The provisions of this paragraph may be waived by any agent or representative of IMC INTERNATIONAL, INC. under any circumstance and IMC INTERNATIONAL INC. shall not be liable for loss or damage to the goods, nor shall IMC INTERNATIONAL INC. be liable for any consequential damages claimed by third parties as a result of the delivery of such prohibited goods into the custody of IMC INTERNATIONAL, INC. SHIPPER SHALL BE LIABLE TO FOR ANY LOSS OCCASSIONED ASA RESULT OF ANY VIOLATION OF THIS PARAGRAPH AND SHALL HOLD HARMLESS AND INDEMNIFY IMC INTERNATIONAL, INC. from any liabilities whatsoever, howsoever caused. IMC INTERNATIONAL, INC. shall retain the right to reject any shipment for storage or transport purposes due to the size and dimension of the shipment.
3. It is agreed that the shipment as more fully described on the reverse side of this document, have been packed by the shipper and/or its forwarder or agent. Shipper here by warrants that the shipment is packed to insure safe transportation, storage and handling and that the shipment is protected against changes in temperature and from routine handling. Shipper warrants that each package is properly labeled as to ownership and destination, legibly and durably. All packages are received by IMC INTERNATIONAL, INC. in sealed condition and IMC INTERNATIONAL, INC. retains the right of inspection, but that absent the exercise of any right inspection, is without knowledge as to the actual contents and the actual condition of the contents of any package or shipment. All weights entered on the reverse side of this document are subject to correction by IMC INTERNATIONAL, INC.
4. LIMITATION ON LIABILITY: IT IS UNDERSTOOD AND AGREED that the LIABILITY of IMC INTERNATIONAL, INC. for any claim for loss, damage, delay, misdelivery or other misfortune or casualty to the shipment, is limited to 50 cents (FIFTY CENTS) per pound of goods received for shipment (but not less than \$50.00 (FIFTY DOLLARS) for any shipment, UNLESS the shipper specifically declares the value of the shipment to IMC INTERNATIONAL INC, and actually pays the charges to declare the value(s) or before the delivery of shipment into the custody of IMC INTERNATIONAL , INC.
5. OPPORTUNITY TO DECLARE VALUE: Unless the Shipper actually declares and pays the greater charge for declaring a higher value for the shipment, it is understood and agreed that the declared value and liability of IMC INTERNATIONAL, INC. is 50 cents per pound (but not less than \$50.00 (FIFTY DOLLARS) for any shipment. In no event shall IMC INTERNATIONAL, INC. be liable for more than the actual value of any shipment in the event that any shipment is valued less than the declared value of said shipment.
6. It is understood and agreed that IMC INTERNATIONAL, INC. is not an insurer of the shipments described on the reverse side of this document.
7. IMC INTERNATIONAL, INC. shall not liable for any, loss, damage, delay, misdelivery or other result not caused by its own negligence. Nor shall IMC INTERNATIONAL, INC. be liable for any act, default, or omission by the shipper, consignor, consignee or any other party claiming an interest in the shipment or

the goods, including any violation of these rules, inherent vice of the goods, improper, defective or inadequate packing and/or packaging, marking, securing labeling, misdescription etc.

8. IMC INTERNATIONAL, INC. shall not be liable for loss, damage, delay or other peril or misfortune sustained by the shipment as a direct or indirect result of civil commotion, acts of God, riot, strike, acts or restraint of government, confiscation, and other risks, hazards, dangers and incident state of war or nuclear risk.
9. CLAIMS: ALL CLAIMS FOR loss or damage must be reported in writing to the office of IMC INTERNATIONAL, INC. in Miami, via certified mail. All must be sent to IMC INTERNATIONAL, INC. not later than 15 (fifteen) calendar days after the date that the shipment left the custody of IMC INTERNATIONAL, INC. or in the case of the loss of an entire shipment, misdelivery or non-delivery, then within 30 (thirty) calendar days from the date that the Shipper first requested delivery of the shipment. No action may be filed against IMC INTERNATIONAL, INC. unless there has been compliance with the above notice requirements. Any action against IMC INTERNATIONAL INC. must be filed with Miami-Dade County, Florida and must be brought within two years from the date that written notice was sent to IMC INTERNATIONAL, INC.
10. The consignor and/or consignee and/or shipper shall each be jointly and severally liable to IMC INTERNATIONAL, INC. for the payment of any charges and sums due to IMC INTERNATIONAL, INC. for the transport, handling and storage and/or other services provided. ALL DECLARED VALUE CHARGES must be paid at or before the delivery of the shipment into custody of IMC INTERNATIONAL, INC. All sums due are payable within 15 days of the issuance of the invoice. Unpaid invoices shall accrue and bear interest commencing from the 30th days following issuance of the invoice, at the rate of 18% per annum. In the event that IMC INTERNATIONAL, INC. finds it necessary to retain collection agents or attorneys to obtain payment of its invoices, then the consignor, consignee and/or shipper, agree to be liable for actual attorney fees and collection costs together with any sums due and any accrued interest.
11. LIEN OF IMC INTERNATIONAL, INC. IMC INTERNATIONAL, INC. shall have a lien upon each shipment for all sums due and payable to it by the consignor, consignee and/or shipper including the charges which were incurred prior to IMC INTERNATIONAL receipt of the shipment, in the event of nonpayment. The lien shall be subject to Florida Statute § 677-7-209, and shall include the right of IMC INTERNATIONAL INC. to dispose of the shipment or any part of it, at a public or private sale without further notice and to pay itself out of the proceeds of said Sale for all sums due to it including the costs of executing upon the lien.
12. IMC INTERNATIONAL, INC. shall have the right to move the goods and/or take other measures with respect to the goods as IMC INTERNATIONAL determines to be in the interest of fulfilling the purpose of this agreement
13. NO AGENT, SERVANT OR REPRESENTATIVE OF IMC INTERNATIONAL, INC. has the authority to alter, modify, or waive any provision of this agreement.