DACHSER

Warehouse Terms and Conditions

1. Rights to Goods. Customer (identified on the front page) warrants that it is the owner and/or has lawful possession of the goods and has sole legal right to store and thereafter direct the release and/or delivery of such goods. Customer agrees to indemnify and hold harmless (including legal fees and costs) DACHSER USA Air & Sea Logistics Inc. of and from any claim by others relating to ownership, storage and release of the goods, and/or any other services provided by DACHSER under this Warehouse Receipt.

2. Services Provided. DACHSER shall receive, store and release the goods in its Cold Storage Facility or its Warehouse Facility (individually a "Facility" and collectively the "Facilities"), as indicated on the front hereof. DACHSER may provide other services as requested by Customer, at the rates set forth on the Rate Sheet; however, such additional services shall be provided by DACHSER not as a bailee or warehouseman but solely as agent for Customer.

3. Rates and Charges. Whenever provision is made herein for a charge by DACHSER, such charge shall be based upon DACHSER's Rate Sheet in effect at the time such charge accrues or the service is performed, except that no increase in charge will be made on goods that are in storage without thirty (30) days mailed notice to the last known address of Customer. Rate Sheets shall be provided to Customer with initial deposit of goods into storage, and may thereafter be requested by Customer from DACHSER. Storage rates shall be computed as follows: items received from the 1st day of any month through the 15th day of the same month will be charged a full month's storage; and items received from the 15th day of any month through the end of the same month shall be charged a half month's storage. A warehouse handling charge shall be made for placing goods in storage and for removing goods to a platform for delivery, as set forth in the Rate Sheet. In addition, when a part lot is transferred in a Facility from one party to another and requires physical separation of the items in the lot, the charges of such separation shall be at an hourly labor rate. Charges for additional services performed by DACHSER shall be separately billed as such services are performed according to the Rate Sheet. Customer as well as the shipper, owner and consignee of the goods, and the goods themselves, shall remain jointly and severally liable for all charges.

4. Payment. All charges are net, due and payable without offset or deduction within ten (10) days from date of invoice. Charges due but not paid shall accrue interest at the rate of one percent (1%) per month from date due until paid in full. In addition, upon Customer's failure to pay any sum when due, all charges relating to all of Customer's lots stored at any time in the Facilities shall become immediately due and payable. Handling-out charges shall be due and payable at the time the entire lot of goods is removed from storage.

5. Customer Warranties. In addition to the warranties set forth in section 1, above, Customer warrants that the information as to count, weight, description and condition of the goods set forth on any delivery documents are accurate and may be relied upon by DACHSER. Customer further warrants that all individual packages, pieces and items are clearly marked and that all goods requiring refrigeration have a core temperate equal to or colder than the temperature at which such goods are to be stored. Customer agrees that goods received by DACHSER may be stored at the ambient temperature maintained at the Facility identified, unless the Special Instructions box on the front page has been completed to the contrary, and DACHSER shall not be responsible for loss or damage to goods without Special Instructions stored at the ambient temperature routinely maintained at the Facility. Customer acknowledges that no freezer, chill or other refrigeration services are available at the Warehouse Facility; such refrigeration services shall be available only at the Cold Storage Facility. Further, Customer warrants and guarantees that all goods deposited with DACHSER at the Facility have been packed and marked in strict accordance with all applicable state and federal hazardous goods laws and regulations and are otherwise safe for normal warehouse handling, including, without limitation, unloading, racking, unpacking and repacking from or to

pallets or other unit load devices, handling by fork lift or other movement or transport equipment and loading on vehicles or other modes of transport for delivery from the Facility. In addition to any other indemnity due DACHSER from Customer, whether contained in this Warehouse Receipt, in law or equity, Customer will save, hold harmless and defend DACHSER from any and all claims or liabilities, including, without limitation, loss, damage, delay, personal injury or wrongful death, including all judgments or penalties imposed on DACHSER, together with all charges, costs or expenses incurred, including attorneys fees, as a consequence of Customers breach of this warranty.

6. Lien and Security Interest. DACHSER shall have a warehouseman's lien upon all goods and property deposited with it by Customer and upon the proceeds from the sale thereof for all charges provided herein, including charges for storage, handling, processing, transportation and/or labor and all other charges and expenses relating to all lots of the Customer's goods stored any time in any Facility, and also for all reasonable charges and expenses for notice, advertisement and sale of the goods where default has been made, and for all costs, including legal fees and costs, incurred in enforcing such lien, collecting charges or defending itself in the event DACHSER is made party to any litigation concerning such goods and/or property. This lien shall not only be enforced for charges due for goods in the possession of the DACHSER but is intended to secure payment for all sums due and owing DACHSER by the Customer, whether or not other goods have been delivered by DACHSER for which the charges are due. This lien may be enforced by DACHSER at any time. In addition, Customer grants a security interest to DACHSER in the goods, or other goods, whether or not the other goods have been delivered by DACHSER, and all proceeds derived from the goods in a maximum amount of $1,000,000 for all charges and expenses other than described above (including money advanced and interest), whether incurred before or after delivery, and Customer agrees to execute and deliver all such documents as may be required to perfect such security interest. If goods are transferred in a Facility from the account of one party to another, and should the charges relating to such goods not be paid in full on the date of such transfer, the lien for such charges shall attach to the goods retained in the warehouse by the transferor AND to the goods transferred to the transferee. DACHSER may require a transferee to acknowledge such lien rights prior to such transfer. In the event a proceeding is brought by one party against the other to enforce any of the provisions herein, the substantially prevailing party shall be entitled to recover its legal fees and costs.

7. Additions to Storage Lot. Additional goods hereafter delivered by Customer as part of this lot while this Warehouse Receipt is outstanding shall be deemed to be included herein and shall be subject to the terms and conditions of this Warehouse Receipt.

8. Corrections. Unless written notice is given to DACHSER within ten (10) days after receipt hereof by Customer, this Warehouse Receipt shall be deemed complete and correct.

9. Termination. DACHSER, may, upon thirty (30) days written notice to Customer, with or without cause, require the removal of the goods or any portion thereof and payment of all charge hereunder, whether or not there has been default by Customer. If the goods are not removed, DACHSER may sell the goods and exercise any other rights it may have by law.Without limiting the foregoing, DACHSER may require the removal of the goods or any portion thereof upon ten (10) days written notice if in its opinion the goods have or may have deteriorated in value to less than the amount of DACHSER's lien on such goods.

10. Liability of DACHSER. DACHSER shall be responsible for exercising reasonable care under the circumstances, and shall not be liable for any loss, damage or injury to the goods that could not have been avoided by the exercise of such reasonable care. In no event shall DACHSER be liable for any loss, damage or delay caused by default of Customer, force majeure, act of God, war or civil or military insurrection, riot, strikes, labor disputes, fire, water, theft, food, windstorm, vermin, change of temperature, internal or concealed damage, hidden vice or by any other cause or by variation in weight or for loss in weight by reason

of defective or insufficient containers, it being understood that DACHSER is not obliged to weigh the goods when receiving them. In the event of loss, damage, failure to deliver and/or miss-delivery involving the goods for which DACHSER is legally liable, DACHSER shall be responsible only to the extent of the actual cost to repair, restore and/or replace such goods or fifty cents (50¢) per pound for such goods, whichever is less. If Customer has declared a higher value on the front page, DACHSER shall be responsible only to the extent of such declared higher value for such goods or the actual cost to repair, restore and/or replace such goods, whichever is less. An excess valuation charge shall be assessed in the event a higher value is declared by Customer. Customer agrees that the foregoing shall be its exclusive remedy against DACHSER for any claim or cause of action whatsoever relating to the goods or services hereunder. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECEIVE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR NATURE.

11. Insurance. The goods are not, and shall not at any time be, insured by DACHSER. It is agreed that the charges assessed hereunder do not include any insurance coverage. However, Customer may request that the goods be insured and DACHSER, in its sole discretion, agreed to provide such insurance. In such event Customer shall be responsible for the costs and premium for securing and maintaining the insurance.

12. Access and Delivery. The goods shall be ready for delivery upon forty-eight (48) hours notice to Customer upon presentation of a Release Order executed by Customer, provided that all charges have been paid in full. DACHSER shall not be responsible for any delay in delivery caused by conditions beyond its control. No transfer of this Warehouse Receipt shall be recognized unless all charges are paid, the transfer is entered on DACHSER books and an additional charge is assessed therefore. An additional charge will also be assessed for any access to or partial delivery of goods. If DACHSER has been unable to remove/deliver the goods due to causes beyond its control, the goods shall be automatically subject to storage charges for the next succeeding storage period. Customer shall be responsible for all shipping, handling and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the goods, and Customer agrees to indemnify and hold harmless (including legal fees and costs) DACHSER of and from any liability, expenses and cost arising out of and/or relating to any claim made by any such carrier and/or third party.

13. Claims. Customer shall notify DACHSER in writing of any loss, damage, shortage, failure to deliver and/or misdelivery of goods within three (3) business days from the date and time when such was initially discovered by Customer. Customer must retain and permit DACHSER to inspect such goods. All claims must be presented to DACHSER in writing within thirty (30) days after discovery of such loss, damage, shortage, failure to deliver and/or misdelivery, and any lawsuit must be commenced within nine (9) months following the date claim was made. Failure to comply with any of the foregoing shall preclude Customer from maintaining any claim or suit against DACHSER. Notwithstanding anything else contained in this Warehouse Receipt, DACHSER shall not be obligated to review and or adjust any claim until all charges due and owing by Customer for the goods covered by this Warehouse Receipt, or for other goods, whether or not the other goods have been delivered by DACHSER, have been fully satisfied, without setoff or deduction.

14. Law and Forum. Except as the scope of DACHSER's warehouseman's lien in Paragraph 6,above, extending the lien to both goods in the possession of the DACHSER and other goods, whether or not the other goods have been delivered by DACHSER, pursuant to the laws of various states, including, but not limited to California and Tennessee, this Warehouse Receipt shall be construed in accordance with and governed by the laws of the State of New York. Any litigation arising out of this Warehouse Receipt or performance hereunder must be filed in the Supreme Court, State of New York, County of Manhattan or the United States District Court for the South District of New York, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.

15. Severability. DACHSER's failure to insist upon the strict compliance with any provision hereof shall not constitute a waiver or estoppel of its right to later demand strict compliance. If any provision hereof is found to be invalid, illegal and/or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall remain intact.

16. Counterparts and Facsimile Signatures. This Warehouse Receipt may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. A facsimile signature to this Warehouse Receipt shall be deemed equivalent to an original signature.

17. Integration. The headings used in these terms and conditions are for convenience of reference only, and may not be construed so as to give any sustentative meaning. This Warehouse Receipt, in conjunction with any Rate Sheet and Release Order issued in connection herewith, constitutes the entire agreement between DACHSER and Customer, and may not be altered or amended unless through writing signed by both parties.

18. Termination of Storage. DACHSER may upon written notice, as required by law, require the removal of the goods, or any portion thereof, from the warehouse upon payment of all charges attributable to said goods, or other goods, within a stated period, not less than 30 days after such notification. If said goods are not so removed, DACHSER may deem the goods as abandoned and may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said goods. If in the opinion of DACHSER goods may be about to deteriorate or decline in value to less than the amount of DACHSER's lien thereon, or may constitute a hazard to other property or to the warehouse or persons, the goods may be removed or disposed of by DACHSER as permitted by law. All charges related to said removal shall be paid by Customer.