

Del Corona & Scardigli U.S.A. Inc.

Master Terms & Conditions of Service

Effective Date: September 20th 2025

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These Master Terms & Conditions (“Terms”) govern all services provided by Del Corona & Scardigli U.S.A. Inc. (the “Company”) to any customer (“Customer”). They incorporate by reference all relevant laws and conventions and are intended to ensure full legal compliance. By using the Company’s services, the Customer agrees to these Terms, which no agent or employee of the Company or Customer may alter except in writing.

1. Definitions and Scope of Services

Company: Del Corona & Scardigli U.S.A. Inc., including its subsidiaries, related companies, agents and representatives. For Customs Brokerage services, “Company” includes DCS Freight Houston Inc., 10077 Grogans Mill Rd, Suite 330, The Woodlands, TX 77380, which is the licensed customs brokerage arm of Del Corona & Scardigli in the U.S. All ocean freight services are performed by the Company solely as agent for U. Del Corona & Scardigli S.R.L., an ocean carrier registered as an NVOCC (FMC License No. 018916). All warehousing services are provided by the Company only at its own facilities in Linden, NJ; Baytown, TX; Medley, FL; and Franklin Park, IL (“Company’s warehouses”).

Customer: The person or entity for whom services are performed, including its agents, shippers, consignees, importers, exporters, and anyone else with an interest in the shipment. It is the Customer’s responsibility to provide a copy of these Terms to all such involved parties.

Goods: Any cargo, merchandise, freight, or property handled, stored, or transported on behalf of the Customer.

Third Parties: Independent contractors engaged by the Company to perform services related to the Goods, including carriers (ocean carriers, air carriers, trucking companies, railroads), truckers, warehouses, and other subcontractors. These third parties are not under the Company's control, but the Company will use reasonable care in their selection.

Scope: These Terms apply to all services provided by the Company, including but not limited to international ocean and air freight forwarding, NVOCC carriage, domestic inland transportation brokerage, customs brokerage, and warehousing/storage. Each category of service may be subject to specific terms or international conventions as outlined below. In the event the Company issues any contract, bill of lading, air waybill, warehouse receipt, or other document governing specific services, the terms in that document shall also apply; in case of conflict with these general Terms, the specifically issued document's terms will govern for that service.

2. Ocean Freight Services (NVOCC) – FMC Compliance and COGSA

Role of Company: The Company acts as an agent for U. Del Corona & Scardigli S.R.L. in arranging ocean carriage. U. Del Corona & Scardigli S.R.L. (the "Ocean Carrier") is an FMC-licensed Non-Vessel Operating Common Carrier, and all ocean cargo moves under its bill of lading. The Ocean Carrier's Bill of Lading Terms and Conditions (the "Ocean BL Terms") are hereby incorporated by reference and govern the rights, responsibilities, and liabilities for ocean shipments. By tendering Goods for ocean shipment, the Customer agrees to be bound by the Ocean BL Terms.

FMC Tariff and Rates: The Company (as NVOCC agent) maintains a governing Rules Tariff (e.g., Tariff DCST 100) as required by Federal Maritime Commission regulations. Ocean freight quotations provided (including Negotiated Rate Arrangements (NRAs)) are based on current market conditions and tariff provisions and are subject to change with or without notice. Each quoted ocean rate or NRA is valid only for the stated effective period and is subject to any surcharges or accessorial charges in the governing tariff (for example, General Rate Increases, fuel surcharges, PSS, etc.). Booking cargo after receiving a quote or NRA constitutes acceptance of the rates and terms of that quote. Unless otherwise noted, quotations exclude destination charges, duties, taxes, or government-imposed fees.

Ocean Carrier Liability – COGSA: Ocean carriage to or from the United States is generally subject to the U.S. Carriage of Goods by Sea Act ("COGSA") by law or contract. The Ocean BL Terms include a Clause Paramount incorporating COGSA (or other applicable international conventions) which limits the Ocean Carrier's liability for loss or damage to \$500 per package or customary freight unit (unless the value of Goods is declared at a higher value and additional freight is paid). The Customer acknowledges that if it does not purchase marine cargo insurance (see Insurance below), the Goods will move subject to this limited liability of \$500 per package (or unit) as provided by law. The Customer is encouraged to insure its cargo or declare a higher value to the extent available.

Ocean BL Key Terms: By way of summary (without limiting the full Ocean BL Terms):

- The Ocean Carrier has liberty to sub-contract the whole or any part of the carriage and to choose or change the vessel, routing, or mode of transport as needed. The Ocean Carrier and its agents (including the Company) are protected by Himalaya clauses extending all defenses and limitations to them.
- The Ocean Carrier is not liable for loss or damage arising from causes beyond its control or excepted perils (e.g. act of God, act of war, public authorities, quarantine, strikes, inherent vice of goods, etc.) consistent with COGSA and Hague-Visby Rules.
- Notice of Claim: For ocean shipments, the consignee or Customer must notify the Ocean Carrier in writing of any loss or damage immediately at delivery (or within 3 days for concealed loss) to avoid presumption of delivery in good order.
- Time for Suit: Any legal claim against the Ocean Carrier (or the Company as its agent) for cargo loss or damage must be filed within one (1) year after delivery of the Goods or the date they should have been delivered, in accordance with COGSA's statute of limitations.

Marine Insurance: The Company can assist in procuring marine cargo insurance upon request. In fact, unless the Customer has provided a written "opt-out" or waiver, the Company may arrange to invoice marine insurance coverage for shipments. If the Customer opts out of or declines insurance, the Customer assumes all risk of any uninsured loss and acknowledges that recovery will be limited by the Ocean Carrier's liability limits as described above. The Customer is encouraged to insure its cargo or declare higher value to the extent available, or to procure its own cargo insurance independently.

Demurrage and Detention: The Customer is responsible for any demurrage (port storage fees for container delay) or detention/Per Diem charges assessed on containers or equipment by ocean carriers or terminals. Such charges, if incurred, are for the account of the cargo/Customer and must be paid promptly by the Customer. The Company will invoice any applicable detention (per diem) charges per its tariff unless otherwise agreed in writing.

Routing and Force Majeure: Ocean transit times provided are estimates only and not guaranteed; schedules may change without notice. All shipments are subject to space and equipment availability with underlying ocean carriers. The Company and Ocean Carrier reserve the right to select routing and substitute vessels or modes as needed to perform the service, with due regard to the Customer's interest. Neither the Company nor the Ocean Carrier shall be liable for losses or additional costs due to events beyond their control (force majeure), such as vessel delays, port congestion, strikes, war, pandemics, natural disasters, or other unforeseen circumstances.

Hazardous or Restricted Cargo: The Customer must declare in advance if any ocean shipment contains hazardous materials or dangerous goods. Such shipments are subject to acceptance by the Ocean Carrier and compliance with the IMDG Code and all applicable laws. The Company's quotation is not applicable to

perishable or dangerous goods unless expressly noted; if the Customer tenders such cargo without prior notice, the Company or carrier may refuse or take necessary action at the Customer's risk and expense.

3. Air Freight Services – Warsaw/Montreal Conventions

For international air freight shipments, the rights and liabilities of the parties are governed by the Montreal Convention of 1999 or the Warsaw Convention (1929) (as amended by the Hague 1955 Protocol and related instruments) as applicable. These international treaties may limit the liability of the air carrier for loss, damage, or delay to cargo.

Carrier's Liability: When the Montreal Convention applies, the air carrier's liability is limited to 19 Special Drawing Rights (SDRs) per kilogram for cargo loss or damage (approximately \$24/kg, but subject to periodic SDR value fluctuations) unless a higher value is declared by the shipper and applicable charges paid. If the Warsaw Convention applies, its lower liability limits (approximately \$20 per kilogram or as amended) may govern. For domestic (non-international) air shipments or other air carriage not governed by an international convention, the default liability limit is 19 SDRs per kg by contract, or as provided in the carrier's tariff or conditions of carriage.

Declared Value: The shipper (Customer) may increase the air carrier's liability by declaring a higher value for carriage on the air waybill and paying any supplemental valuation charge, if the carrier offers this option. If no higher value is declared, the stated liability limits apply. The Company (and any underlying air carrier) does not provide all-risk cargo insurance under the air waybill; separate cargo insurance should be obtained for full-value coverage (the Company can assist upon request).

Air Waybill Terms: The Company's air freight services are provided under the terms of the air carrier's air waybill (when the Company acts as an indirect air carrier or arranges air transport). The Conditions of Contract on the Air Waybill include important provisions such as:

- The definitions of "Carrier" including all performing carriers and agents.
- The applicability of the Montreal/Warsaw Conventions to international carriage and the liability rules therein.
- The exclusion of carrier liability for certain losses or delays (e.g. as allowed by the conventions or tariffs for inherent vice of cargo, act of God, war, etc.).
- The carrier's right to refuse carriage or remove cargo under certain circumstances (for reasons of security, legal compliance, or safety).
- Routing flexibility: The carrier may deviate from the route, change aircraft or arrange alternate transport if necessary, without notice, to complete the carriage with reasonable dispatch.

- Claims and Notice Period: The person entitled to delivery must give written notice of any loss or damage within 14 days from receipt of the cargo in the case of damage (or partial loss), and in case of delay, within 21 days from when the cargo was made available. For non-delivery (total loss), notice must generally be given within 120 days from the date of issue of the air waybill. Failure to provide timely written notice may preclude recovery against the carrier.
- Time Limit for Suit: Any lawsuit against the air carrier for cargo damage, loss or delay must be filed within two (2) years from the date of arrival at destination (or scheduled arrival, or the date on which carriage stopped), as mandated by the Montreal and Warsaw Conventions.

These air carriage terms are automatically incorporated whenever the Company arranges international air transportation of Goods, whether as a freight forwarder or as an air charter or freight broker. The Customer is entitled, upon request, to a copy of the carrier's conditions of carriage or tariff rules that contain further details of the above terms.

4. Domestic U.S. Ground Transportation (Land Freight) – DOT/FMCSA Brokerage

Role as Broker (Not a Carrier): Del Corona & Scardigli U.S.A. Inc. is licensed by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) as a property broker, not a motor carrier. The Company arranges interstate and intrastate ground transportation of shipments through third-party motor carriers that are duly licensed and insured. In this capacity, the Company acts as an intermediary between the Customer and the actual carrier; at no time does the Company assume possession of the freight or act as a carrier. As a federally licensed broker, the Company's liability is limited as a matter of law for loss, damage, or delay in transit caused by the carriers. The motor carrier hired will be responsible for the actual transportation and delivery of the shipment.

Carrier Selection: The Company will use reasonable care in selecting qualified carriers that are properly licensed and insured for the requested service. The Customer authorizes the Company to contract with such carriers on the Customer's behalf. All such truckers or carriers are independent contractors; the Company does not control and is not liable for their acts or omissions beyond what is required by law for brokers. The Customer's shipment will move under the carrier's bill of lading or freight receipt, which shall name the Customer as shipper. The Customer agrees to use the Company's system-generated bill of lading or other shipping documents for each shipment, as this is required for the brokerage arrangement and proper handling. In no event shall the Company be liable for any loss or issue if the Customer fails to use the provided or designated bill of lading for the shipment.

Liability for Cargo Loss or Damage: The motor carrier (not the Company) will be liable for any loss, damage, or delay of cargo in transit, pursuant to that carrier's tariff terms and applicable law (such as the Carmack Amendment, 49 U.S.C. §14706, which governs interstate trucking). Carriers often limit their cargo liability by tariff or contract; for example:

- For Less-Than-Truckload (LTL) shipments, carriers typically cover loss or damage only up to a certain dollar amount per pound, which can vary based on the commodity or freight class. This included liability coverage may be significantly less than the actual value of the Goods.
- For Full Truckload (FTL) shipments, federal regulations require carriers to carry at least \$100,000 in cargo insurance coverage, but that insurance generally protects against catastrophic loss (theft, vehicle accident, etc.) and may not cover all losses, particularly those due to inadequate packaging or inherent vice of the goods.
- Excluded losses: Neither the Company nor the carrier is responsible for losses caused by the Customer's own acts or omissions, such as improper packing, marking, or description of the goods. Additionally, standard exclusions include acts of God, public authorities, riots, strikes, weather events, and other force majeure circumstances that prevent safe delivery.

The Customer acknowledges these carrier liability limitations. The Company shall not be liable for the acts or omissions of the underlying carriers or other third parties in any event. The Company's only responsibility is to reasonably arrange transportation, and it assumes no greater liability to the Customer for cargo loss. Specifically, the Customer agrees that the Company will not be held liable for any loss, missed delivery, or non-delivery caused by the carrier or any other third party. If, despite this, the Company is found liable for a loss due to its own gross negligence or willful misconduct, such liability is strictly limited as set forth in Section 7 below (generally no more than the fees earned by the Company for that shipment).

Freight Insurance: The Company strongly encourages the Customer to obtain cargo insurance for full value coverage on domestic shipments, since carrier liability is limited and does not cover indirect losses like lost profits or delays. The Customer may purchase third-party shippers' interest insurance through an insurer of its choice (the Company can refer the Customer to insurance providers or facilitate coverage upon request). Any cargo insurance claim will be handled separately by the insurer; the Company's role is only to assist in presenting the claim to the insurer or carrier.

Claims Handling: Claims for loss or damage in transit must be filed directly with the responsible carrier in accordance with that carrier's rules (many LTL carriers require notice within a few days, and at latest within 9 months for interstate shipments per federal law). The Customer or consignee must inspect deliveries and note any visible damage or shortage on the delivery receipt at the time of delivery. Failure to promptly notify the carrier of a claim (and to record exceptions on the delivery receipt) may result in denial of the claim. The Company can assist the Customer in the claims process as a courtesy – for example, by providing supporting documentation or following up with the carrier – but the Company has no obligation to file or pursue claims on the Customer's behalf. Filing a claim does not exempt the Customer from paying transportation charges; freight charges must be paid when due, and no offset of claims against freight invoices is permitted.

Indemnity: Because the Company is a broker, the Customer agrees to hold the Company harmless from any claims by third parties (including the carriers and the consignee) arising from the transportation, and the

Customer will pursue any cargo claims directly against the carrier. The Customer also agrees to pay the Company for services arranged (brokerage fees) regardless of disputes with the carrier or claims outcomes.

Compliance with Law: The Customer warrants that all domestic shipments will comply with applicable U.S. Department of Transportation (DOT) and state regulations, including proper hazardous materials classification, packaging and documentation if applicable. If a shipment contains hazardous materials, the Customer must provide all information and certifications required by law. The Company and the carriers reserve the right to refuse any shipment that is unlawful, unsafe, or improperly prepared.

Governing Law for Brokerage: By using the Company's brokerage services, the Customer acknowledges that the Company's role is limited to arranging transportation, which is considered performed in the state of Illinois (the Company's principal place of business). Therefore, any disputes arising from domestic brokerage services (and not otherwise governed by a mandatory law) shall be governed by Illinois law, with venue as specified in Section 9 below.

5. Customs Brokerage and Import/Export Compliance

Role of Customs Broker: Customs brokerage services in the U.S. are provided by DCS Freight Houston Inc. (the "Customs Broker"), which is a licensed customs broker corporation. When the Company handles customs clearance, it does so as agent for the importer/exporter (Customer) in dealing with U.S. Customs & Border Protection (CBP) and other government agencies. The Company (through the Customs Broker) will assist in filing import entries, export declarations, security filings, and obtaining necessary government releases or licenses on behalf of the Customer. The scope of customs services is limited to those necessary to effect the clearance and release of shipments as instructed by the Customer.

Customer's Duty and Representations: The Customer bears a non-delegable duty to provide complete, accurate and timely information and documents needed for customs clearance and regulatory compliance. This includes, but is not limited to: commercial invoices, packing lists, classification information (HTS codes), origin certificates, import licenses or permits, and any other declarations required by CBP or other agencies (FDA, EPA, etc.). The Company relies on the information furnished by the Customer in submitting entries or export filings. The Customer warrants all such information is true and correct and that it will review all documents filed on its behalf and promptly advise the Company of any errors or discrepancies. Any fines, penalties or legal consequences arising from incorrect or false information provided by the Customer are the Customer's responsibility; the Customer agrees to indemnify and hold the Company harmless against any claims or penalties resulting from the Customer's failure to provide accurate and complete data or to comply with applicable laws.

Customs Entry and Bond: The Customer (importer of record) is responsible to obtain and provide any required Customs bond (continuous or single-entry) as mandated by CBP. At the Customer's request, the Company can arrange for a bond (as agent) and pay applicable fees on the Customer's behalf, which will be charged to the Customer.

No Guarantee of Duties/Taxes or Transit Times: Any duties, taxes, or government charges advanced by the Company on behalf of the Customer shall be reimbursed by the Customer upon billing. Quotations for customs duties or import taxes are estimates only; actual amounts are determined by Customs at the time of entry and are subject to change without notice until final liquidation. The Company is not liable for any delay in clearance or release of goods caused by Customs or other authorities or for any government action holding or detaining the goods. Any estimated transit times or release times are not guaranteed.

Limitations of Liability (Customs): The Company's liability for errors or omissions in customs brokerage services (e.g., misclassification or incorrect entry filing) is strictly limited. Except where a separate statute applies, any claim against the Company must be made in writing within 90 days of the event giving rise to the claim. Furthermore, any legal action must be brought within 75 days from the date of liquidation of the entry in question for claims relating to customs business. In no case shall the Company's liability for a customs-related error exceed \$50 per entry or the amount of brokerage fees paid for that entry, whichever is less. This limitation aligns with industry-standard broker liability limits and reflects that the Customer retains primary responsibility for compliance. The Company shall not be liable for any consequential or incidental damages arising from customs issues (e.g. loss of market, penalties, or delays).

If the Customer wishes the Company to obtain a higher level of liability coverage for customs services, it may request this in writing and pay additional charges for such coverage, to be confirmed in writing by the Company. Absent such agreement, the above limitations apply in all circumstances.

Advocacy and Post-Entry Work: Unless specifically agreed in writing, the Company has no obligation to undertake post-entry services such as filing Protests, Post-Summary Corrections, duty refund claims, or binding ruling requests. If the Customer desires such services, it must request them separately and in a timely manner. The Company may, at its discretion, agree to perform additional services for additional compensation.

Regulatory Compliance: The Customer warrants that it shall comply with all laws governing the import, export, or transit of its goods, including U.S. Customs regulations, U.S. export control laws, sanctions programs, and applicable licensing requirements. The Company may refuse to handle any shipment that, in its judgment, violates any law or is prohibited (e.g. illegal goods, counterfeit merchandise, goods from

sanctioned countries, etc.). The Customer further agrees to comply with the U.S. Foreign Corrupt Practices Act (FCPA) and similar anti-bribery laws – any request for the Company to engage in unlawful behavior will be refused and may result in termination of services.

Indemnity (Customs): In addition to the general indemnity above, the Customer agrees to indemnify, defend, and hold harmless the Company from any claims, penalties, losses or liabilities incurred due to the importation or exportation of the Customer's goods, any regulatory violations, or any breach of the Customer's obligations or representations herein. This includes all duties, taxes, liquidated damages, fines or attorneys' fees incurred by the Company as a result of actions by Customs or other authorities, attributable to information provided (or omitted) by the Customer.

Customs Security and Inspection: The Company and its agents reserve the right to inspect any shipment if required to ensure compliance or by government order. All shipments are subject to inspection by government agencies including CBP, TSA (for exports), USDA, FDA, or others as applicable. The Company is not liable for loss, damage, or delay caused by such inspections or related holds/seizures by authorities.

6. Warehousing and Storage Services

These Warehousing Terms apply only to goods stored at the Company's own warehouse facilities (currently located in Linden, NJ; Baytown, TX; Medley, FL; and Franklin Park, IL). If the Company arranges storage at a third-party facility, the terms of that facility (and any warehouse receipt issued by that facility) will govern, and the Company's role is limited to that of an agent or broker arranging the storage.

When the Company receives Goods for storage at its facilities, it will issue or be deemed to have issued a Warehouse Receipt (which may be in electronic form). The following terms shall be applicable to all such warehousing services:

Ownership and Authority: The Customer warrants that it is the lawful owner or has legal right to possession of the Goods stored, and that it has authority to store them and instruct on their disposition. The Customer agrees to notify all parties with an interest in the Goods of these Warehouse Terms and conditions and indemnifies the Company against any third-party claims relating to ownership or storage of the Goods.

Tender for Storage – Condition of Goods: The Customer shall ensure Goods are delivered to the warehouse properly packaged, marked, and in a condition suitable for storage. Goods that are leaking, damaged, infested, or otherwise unsuitable may be rejected by the Company. If the Company accepts Goods and later determines that re-palletization or other handling is required for proper storage, the Company is authorized

to perform such work (e.g. breaking down or restacking pallets) without further notice, and additional handling charges may apply. The Customer must provide, at or prior to delivery, a manifest or packing list of the Goods, including any particular lot separation or class of storage desired.

Hazardous Materials: The Customer must declare in writing any Goods that are hazardous or dangerous goods before tendering them, and such Goods will only be accepted by prior arrangement and agreement by the Company. If the Company does accept hazardous materials, the Customer warrants that the type and quantity of such materials are permissible under applicable law and will provide all required Material Safety Data Sheets (MSDS) and information for safe handling. If hazardous goods are delivered without proper disclosure or exceed legal limits, the Company may, at Customer's expense, remove, dispose of, or destroy such Goods immediately without notice, and the Customer will be responsible for all related costs, damages, fines, or penalties.

Storage Location: The Company will store Goods in any of its warehouse buildings at the indicated location, at its discretion. The specific warehouse unit or area may be changed upon 10 days' notice to the Customer, at the Company's expense, provided the new location is another Company-operated warehouse. The Customer has no right to designate a particular building or space within the facility unless expressly agreed.

Warehouse Services and Extra Services: Standard storage includes ordinary handling and storage in a general, non-temperature-controlled environment (unless otherwise agreed in writing for climate-controlled storage). Additional services such as repalletizing, order picking, physical inventory counts at the Customer's request, sampling, labeling, or other labor are considered extra services and will incur additional charges. Certain specialized services (such as USDA inspections or export container loading) are not included in regular rates and will be quoted upon request.

Storage Period and Termination: Storage charges will accrue as per the rate schedule (tariff) and are billed at least monthly. The Company may, by 30 days' written notice, require the Customer to remove all or any portion of the Goods from storage (termination of storage). The Customer must pay all outstanding charges and remove the Goods by the end of the notice period. If the Customer fails to remove the Goods as requested, the Company may exercise its lien rights or other legal remedies, including selling or disposing of the Goods as provided by law.

Handling of Orders and Delivery Out: The Customer will give reasonable prior notice for any outbound orders or requirements to pick, pack, or ship Goods from storage. The Company will use reasonable efforts to prepare Goods for delivery following the Customer's instructions. An order for pick-up or delivery is not effective until received in writing by the Company. If an order is canceled or modified by the Customer after

the Company has begun processing it, an administrative fee may be charged (for example, \$35.64 per order for cancellations), and if Goods were already picked or staged, additional handling fees to return them to storage will apply.

Standard of Care: The Company as a warehouseman shall exercise reasonable care to protect the Goods from loss or damage. The Company is not liable for loss or damage to Goods unless caused by its failure to exercise such care as a reasonably careful warehouse keeper would under similar circumstances. The Company's duty of care does not extend to providing a sprinkler system or any specialized fire suppression or security system at its facility beyond ordinary building code requirements.

Liability Exceptions: The Company shall not be liable for losses or damages caused by factors beyond its reasonable control, including but not limited to:

- Force Majeure events: natural disasters, acts of God, weather effects, flood, fire, frost, wind, storm, or other nature-related causes.
- Government actions: actions of public authorities, customs or quarantine officials, or orders of government.
- Labor disputes: strikes, lockouts, or labor unrest affecting operations.
- War or terrorism: hazards of war, acts of terrorism, civil commotions.
- Cyber incidents: cyber attacks or IT system failures that are beyond the Company's control.
- Inherent defects: the inherent vice or nature of the Goods (including perishable goods going bad, infestations, corrosion, etc.) or natural loss in weight or quality over time.
- Packaging failures: concealed damage or damage to fragile articles not packed by the Company's own employees.
- Theft or pilferage: unless caused by the Company's failure to exercise ordinary care, theft or pilferage is an excepted risk.

In any situation where such events cause loss or damage, the Company will not be liable provided it exercised reasonable care before the event to mitigate known risks.

Limitation of Liability (Warehouse): If the Company is found liable for any loss or damage to Goods in storage, the agreed maximum value of the Goods is \$0.50 per pound (USD fifty cents per pound) and the Company's liability shall not exceed that amount per pound for the lost or damaged portion of the Goods. This limitation applies unless the Customer, prior to storage, has declared a higher value and requested in writing that the Company obtain additional insurance or increased liability (and the Company has agreed in writing and the Customer has paid the corresponding additional charge). Absent such special arrangement, the Customer understands that \$0.50 per pound is the maximum liability of the Company for any warehouse claim, which in many cases will be less than the actual value of the Goods. The Customer retains the option to insure its Goods for full value; if it desires the Company to arrange such insurance, it must request this in writing (see Insurance below).

No Consequential Damages: Under no circumstances will the Company be liable for any special, incidental, or consequential damages arising from warehousing services, such as lost profits, market loss, loss of use, business interruption, or the consequences of delay. The Company's liability is strictly for physical loss or damage to the Goods, subject to the limitations herein, and does not cover any economic losses beyond the value of the Goods themselves.

Insurance (Warehouse): The storage rates do not include insurance on the Goods. The Company does not insure Goods in storage except upon specific written request of the Customer and confirmation by the Company, with all insurance premiums paid by the Customer. The Customer is responsible for obtaining its own insurance for stored Goods if desired. If the Customer instructs the Company to arrange insurance on stored Goods and the Company agrees, such insurance will be purchased on the Customer's behalf and the terms of the policy (insurer's conditions) will govern in the event of a loss. In the absence of such arrangement, the Goods are stored at the Customer's risk of any uninsured loss, and the Company's liability remains limited as above.

Inventory and Delivery Procedures: The Company will maintain an inventory record of Goods stored and will release Goods only to persons authorized by the Customer. All shipping or delivery instructions must be clear and in writing. The Company may refuse to deliver Goods if there is a dispute as to ownership or if the Company has not been paid for services (see Lien rights below). The Company may require presentation of the Warehouse Receipt or proper identification and authority before releasing Goods. Partial withdrawals of Goods shall be permitted provided proper lot identification and instructions are given. If the Company cannot immediately locate a portion of Goods (for example, due to misplacement), the Company shall have a reasonable time to locate them or, failing that, will provide compensation per these Terms as if lost.

Storage Charges and Payment: Storage charges and related fees (handling, in/out charges, etc.) are set forth in the Warehouse Tariff or Rate Schedule provided or as quoted. Key charges include handling in/out fees, monthly storage per unit or weight, and minimum monthly charges per lot. All storage charges are billed monthly, in advance. The Customer shall pay the monthly invoice within 15 days of the invoice date, unless otherwise agreed in writing. If charges are not paid when due, the Company may impose a late charge of 1.5% per month (18% per annum) on overdue balances, or the maximum rate allowed by law. Additionally, if the Company must engage a collection agency or attorney to recover unpaid amounts or to enforce its lien, the Customer will be liable for all such collection costs and attorney's fees incurred.

Warehouse Lien: The Company has a general warehouseman's lien on all Goods in its possession for all storage charges, handling charges, money advanced, and other amounts owing by the Customer for any services regarding those Goods or any other Goods of the Customer in the Company's possession. If any

charges remain unpaid for 30 days after they come due and after demand for payment is made, the Company may enforce its lien by selling or disposing of the Goods (in a public or private sale) after giving written notice to the Customer of the intended sale. The Company will apply the net proceeds of any sale to the amounts owed (including costs of sale and storage). Any excess proceeds will be refunded to the Customer; any deficiency will remain the Customer's responsibility. This lien is in addition to any warehouse lien or rights provided by law (e.g., under the Uniform Commercial Code or applicable state warehouse laws). The Company may refuse to release Goods until all outstanding amounts are paid, to the extent permitted by law.

Security and Inspection: The Company maintains general security measures at its warehouses. However, the Customer acknowledges that the Company is not an absolute insurer of the Goods. The Company reserves the right to open and inspect any package or pallet if warranted (for example, if goods are leaking, or for inventory verification, or if required by authorities). Government agencies (such as CBP, FDA, or local authorities) have the right to inspect shipments in storage; the Company shall allow such access as required. The Company will take reasonable steps to notify the Customer of any such inspections when feasible.

Temperature Control: The standard warehouse storage is ambient (non-temperature-controlled). Unless specifically agreed in writing for refrigerated or climate-controlled storage, the Company is not liable for any change in condition of Goods due to temperature or humidity fluctuations. If the Customer stores perishable or climate-sensitive Goods without a special written agreement for temperature-controlled storage, it does so at its own risk.

Claims and Time Limit (Warehouse): If the Customer discovers any loss or damage to Goods that it believes occurred while in the Company's warehouse, it must give written notice of claim to the Company within 60 days after the Customer became aware or should have become aware of such loss or damage. Any lawsuit or demand for arbitration against the Company for loss or damage to stored Goods will be time-barred if not commenced within two (2) years from the date the Customer knew or should have known of the loss or damage. These claim deadlines are conditions precedent to recovery (no suit may be maintained unless timely claim was made as noted). The Customer should examine goods upon removal from storage and immediately notify the Company of any issues.

Governing Law (Warehouse): These warehousing terms shall be governed by the law of the state in which the Company's warehouse is located that stored the Goods. For example, if Goods are stored in New Jersey, New Jersey law will apply; if in Texas, Texas law will apply, etc. This includes applicable state statutes or regulations on warehousemen and warehouse receipts. In case of any dispute, the parties consent to the jurisdiction of the courts of that state (or federal courts in that district). However, the Company shall have the discretion to initiate an action in the state where the Customer resides or where the Goods are located if necessary to enforce its lien or collect charges.

7. Limitations of Liability – General Provision

In addition to specific limitations stated above for particular services (ocean, air, brokerage, customs, warehousing), the following general limitations apply to any claim against the Company:

Company's Services Only: The Company's liability only extends to services which it undertakes directly. The Company shall not be liable for loss, damage, or delay caused by third parties (subcontractors such as actual carriers, warehouses, etc.), except as provided by applicable law. Furthermore, the Company shall not be liable for any loss, damage, or delay unless directly caused by the Company's own gross negligence or willful misconduct; any liability for the Company's ordinary negligence is hereby expressly excluded to the fullest extent permitted by law. Any claim for loss or damage occurring while Goods are in the custody of a third-party carrier or agent must be brought against that party, not against the Company. The Company will reasonably cooperate with the Customer, at the Customer's request and expense, in pursuing claims against third parties.

No Liability for Consequential Loss: Under no circumstances shall the Company be liable for special, indirect, incidental, or consequential damages (including but not limited to lost profits, loss of market, business interruption, or punitive or exemplary damages), even if the Company had knowledge of the possibility of such damages. This exclusion applies to all services, regardless of the cause or form of action (whether in contract, tort, strict liability, or otherwise).

Aggregate Liability Cap: Except as otherwise set forth in specific sections above, if the Company is found liable for any claim arising out of any services (forwarding, brokerage, etc.), such liability shall not exceed \$10000 per shipment or transaction. In the case of customs brokerage services, liability is capped at \$50.00 per entry or the brokerage fee, whichever is less. In the case of domestic brokerage, if the Company were to be held liable contrary to these disclaimers, such liability would be no more than the fee the Company earned for arranging that shipment. These limitations apply in the absence of a separate written agreement wherein the Customer pays for added liability coverage or insurance arranged by the Company. In no event shall the Company's liability for any loss exceed the actual value of the Goods or the actual damages sustained, and the Company shall not be liable for any portion of a claim that exceeds such actual loss or the applicable limits stated above.

Optional Higher Coverage: The Customer is aware that it can request additional liability coverage from the Company for an additional charge if it wishes the Company to assume greater liability than stated above. Any such request must be made in writing and agreed by the Company in writing, with the agreed increased limit and terms explicitly stated. Otherwise, the limitations stated in these Terms apply to all services.

8. Indemnification

The Customer shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, and agents from and against any claims, losses, penalties, damages, costs or expenses (including reasonable attorneys' fees) arising out of or related to:

- The Customer's breach of any provision of these Terms or any wrongful or negligent act or omission by the Customer or its agents.
- Claims by any third party (including governmental fines or penalties) related to the Goods or services, to the extent such claims exceed the Company's liability as limited herein or are caused by matters for which the Company has disclaimed responsibility (for example, hazardous goods not properly declared by Customer, infringement of intellectual property in the Goods, violation of export/import controls, etc.).
- The Customer's failure to comply with all applicable laws and regulations (including export control, sanctions, customs, safety regulations, etc.), or provision of false or fraudulent documents or information.
- Any claim by a carrier, warehouse, or other third party for unpaid charges for which the Customer is responsible, or any claim arising from the nature of the Goods (including personal injury or property damage caused by the Goods themselves, such as incidents involving dangerous goods).

This indemnity extends to any liability the Company may incur toward third parties that arises from the Customer's instructions or the Customer's Goods, including attorney fees and costs incurred by the Company. The Customer will also indemnify the Company for any expenses or charges caused by the Customer's errors (for example, if customs penalties are incurred due to inaccurate information provided by the Customer, or if the Company is named in a lawsuit due to acting on the Customer's behalf).

9. General Provisions

Payment Terms: The Customer must pay the Company's invoices in full, without set-off, within the time specified. In general, for freight services (ocean, air, trucking), the Company's invoices are due upon receipt or within any credit period agreed in writing. The granting of credit for one transaction shall not obligate the Company to grant credit for others. The Company reserves the right to require payment of charges in advance (particularly for duties, taxes, or third-party charges) or to hold delivery of Goods until payment is made. For warehousing services, storage fees are billed monthly in advance and due within 15 days. Late payments may incur interest at 1.5% per month (or the highest rate permitted by law). If the Company must pursue collection, the Customer is liable for all collection costs, court costs, and attorney fees. The Company may apply payments or credits from the Customer to any open invoices at its discretion unless instructed otherwise.

Lien: In addition to any specific warehouseman's lien (see Section 6) or general liens under law, the Company shall have a general and continuing lien on any and all property (and documents relating thereto) of the Customer in its possession, custody or control, or en route, for all debts, charges, expenses or advances owed to the Company by the Customer, whether relating to the Goods or any prior or other shipments. If any such amounts remain unpaid beyond reasonable payment terms, the Company may exercise its lien

rights by selling or disposing of the Goods after giving notice as required by law. This provision shall also serve as notice to the Customer of the Company's lien rights. (See also Section 6 regarding the warehouse lien on stored goods.)

No Modification or Waiver Except in Writing: These Terms may only be altered by a written agreement signed by an authorized executive of the Company and the Customer. The failure of the Company to enforce a provision in a particular instance shall not be deemed a waiver of the Company's right to enforce it on any other occasion.

Severability: If any part of these Terms is held invalid or unenforceable by a court or tribunal of competent jurisdiction, such provision will be limited or reformed only to the extent necessary to make it valid, or severed if required. The remaining provisions shall remain in full force and effect.

Law and Jurisdiction: Except as otherwise specified herein, any dispute arising out of the services provided by the Company shall be governed by the laws of the State of Illinois, U.S.A., without regard to its conflict of law principles. The Customer hereby consents to the exclusive jurisdiction of the state and federal courts located in Illinois for the resolution of any such dispute, and agrees that any legal action shall be filed only in such courts. The Customer and the Company waive any objections to personal jurisdiction or venue in Illinois and agree not to bring any action against the Company in any other jurisdiction. Notwithstanding the foregoing, (a) disputes relating solely to warehousing services shall be governed by the law of the state where the warehouse is located (as noted in Section 6), and (b) the Company may, at its sole discretion, initiate legal proceedings for collection of unpaid charges or enforcement of liens in any jurisdiction where the Customer or the collateral (Goods) may be found.

Attorney's Fees: In the event the Company takes legal action to enforce any of its rights or to collect any sums due, and prevails, the Customer shall pay the Company's reasonable attorneys' fees, court costs, and other expenses of litigation to the extent not prohibited by law.

Entire Agreement: These Terms and any addenda, together with any Company-issued shipping documents (such as any bill of lading, air waybill, or warehouse receipt) incorporating these Terms, constitute the entire understanding between the Company and the Customer with respect to the services and supersede any prior or contemporaneous oral or written agreements or representations. The Customer's own terms of purchase or service (if any) are not accepted and shall have no effect.

Acceptance: The Customer's tender of Goods to the Company, or use of the Company's services, or payment for the same, shall constitute the Customer's express acceptance of these Master Terms & Conditions. If a current written contract exists between the Company and the Customer and is signed by an authorized representative of the Company, the terms of that contract will control to the extent of any conflict with these Terms for the services covered by that contract, and these Master Terms will serve as a supplement for any issues not addressed in such contract.

Note: These Terms and Conditions are published on the Company's website and may be updated by the Company from time to time. Customers are advised to review them periodically. Where required by law or regulation (such as Federal Maritime Commission rules for NVOCCs), these Terms are filed or available as part of the Company's tariffs. For any questions about these Terms, or to request a copy of any specific governing document (tariff, bill of lading terms, etc.), please contact the Company. The headings in this document are for convenience only and do not limit or alter the meaning of the clauses. Each service provided is subject to the terms applicable to that service as set forth above, even if other sections of these Master Terms might not explicitly mention a given scenario.