



## MAPLE LOGISTICS TERMS AND CONDITIONS

**Rights to Goods:** The Customer warrants that it is the owner and/or has the sole legal right to store and direct the release and/or shipment of such goods. The Customer agrees to indemnify and hold harmless Maple Logistics of and from any claim by others relating to ownership, storage, and release of such goods.

**Services Provided:** During the agreed upon term, Maple Logistics will perform the services indicated on the rate sheet given to the customer. If no rate sheet is provided, the services will be performed at rates set by Maple Logistics.

**Tender for Storage/Acceptance:** All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. Unless disclosed and agreed by both parties, the Customer represents and warrants that there are no potential health, safety, or environmental hazards associated with the storage and handling of goods.

**Rates, Charges, and Payment:** The schedule of rates shall be provided to the customer prior to the initial receipt of goods. All charges are payable as indicated on the rate sheet, as amended from time to time. Minimum storage charges apply. Payment terms are net 30 days, except that handling charges associated with removing the entire lot are due and payable prior to the items being removed. Material prices are subject to immediate revision to reflect changes in procurement costs.

**Transfer, Termination of Storage, and Removal of Goods:** Maple Logistics may, with or without notice, move goods within or to another warehouse location under their control. The client agrees and acknowledges that Maple Logistics shall maintain a warehouseman's lien under the UCC for all goods in their possession, regardless of whether a specific receipt was issued, to cover all charges set forth in these Terms and Conditions. For the final removal of goods, the Customer will be billed for preparing the products for either shipment or destruction at the Customer's direction. After expiration of the term or non-payment, if the Customer fails to respond to a request for disposition of any products remaining at the property or fails to pay service and storage invoices within terms, Maple Logistics may discard all stored materials after 90 days and Customer shall remain responsible for all costs incurred by Maple Logistics during such 90-day period.

**Shipping:** Maple Logistics does not accept collect shipments. You must have freight charges prepaid or billed to a third party on all shipments arriving at Maple Logistics facilities.

**Insurance:** Customer will obtain and maintain such insurance covering the goods as Customer shall deem necessary or appropriate.

**Force Majeure:** The parties agree that neither Maple Logistics nor Customer shall be liable to the other in the event of a failure by either party to perform as provided in these Terms and Conditions in consequence, either direct or indirect, of fire, explosion, accident, strike, work stoppage or other labor difficulty, flood, drought, embargo, war, Acts of God or the public enemy, action of any government authority, delay or failure of carriers or contractors or other causes beyond the control of either party. Each party shall give prompt notice to the other of any conditions or circumstances of which it has knowledge which may reasonably be expected to lead to any of the foregoing disabilities. Upon the happening of any of the foregoing, Maple Logistics agrees to use reasonable diligence to resume

operations. In the event that a third party is employed to resume operations, advanced written consent from the Customer must be obtained before work is begun by said third party.

**Industry Standard and Reasonable Care:** Maple Logistics will use reasonable care in its operation to preserve the safety and condition of the Products.

**Notice of Claim and Limitation of Liability:** Maple Logistics shall reimburse Customer (at the Customer's actual production unit cost) for damage or loss to the Products caused by Maple Logistics' negligence, gross negligence, willful or intentional misconduct while the Products are in the possession of Maple Logistics. Notice of such damage or loss shall be given to the Customer promptly, and reimbursement shall be made within a reasonable time. Maple Logistics shall reimburse the Customer (at the Customer's actual production unit cost) for damage or loss to the Products which occurs in the ordinary course of Maple Logistics' business, i.e. in handling, packaging or preparing the Products for shipment (the "Shrinkage Loss"); however, Maple Logistics shall only be responsible for the amount by which the Shrinkage Loss shall exceed one-half of one percent of the value of the Products in inventory at the time of the annual physical count. All other risks of loss to the Products shall remain with the Customer while the Products are in control and possession of Maple Logistics at the Customer's direction and while the Products are in control and possession of a common carrier, postal service or private carrier. Except as described above, Maple Logistics' liability for any act, error, or omission relating to its services including fulfillment services, shall be limited to reshipping those Products which are the subject of the act, error, or omission; such reshipping shall include Maple Logistics' payment of the cost of all necessary postage, materials, and Products (at the Customer's manufacturing cost). Maple Logistics' liability will in no event extend to loss of profits, goodwill, or any other special or consequential damages. Authorization must be obtained from the Customer before any damaged Products are destroyed.

**Mutual Indemnity:** Customer agrees to indemnify and save Maple Logistics harmless of and from any and all loss, claims, damages, or other expense, including attorney's fees, which it may suffer or incur in the event any claim is made against Maple Logistics by any person, firm, government entity, or corporation for libel, slander, copyright infringement, invasion of privacy, breach of contract, violation of any "do not mail" list, or any cause of action arising out of the Customer's performance of its functions hereunder provided such claim or cause of action is not predicated on the negligence of Maple Logistics or the breach of Maple Logistics of such contractual duty to the Customer. Maple Logistics agrees to indemnify and save Customer harmless of and from any and all loss, claims, damages, or other expense, including attorney's fees, which it may suffer or incur in the event any claim is made against the Customer by any person, firm, government entity, or corporation for any cause of action arising out of negligence or the intentional misconduct of Maple Logistics in the performance of its duties hereunder which is not predicated on the negligence of the Customer or the breach by Customer of such contractual duty to Maple Logistics.

**Severability:** If any provision hereof is found to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions shall remain intact.

**Jurisdiction:** These Non-Negotiable Terms and Conditions, including all collateral matters or issues, shall be governed by the laws of the State of Pennsylvania.