STANDARD CONTRACT TERMS AND CONDITIONS

SECTION I – ACCEPTANCE, CANCELLATION, AND TERM

(A) This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on page one of the Agreement. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within 30 days from the proposal date shall constitute such acceptance by depositor. In any case where goods are tendered after the expiration of the 30 days from the proposal date, Omni reserves the right to change, add, or remove any rate and/or service. If this Agreement is provided subsequent to the tendering of goods the Agreement will be considered as accepted unless otherwise disputed within three business days from the date of being provided by Omni to the depositor. The dispute must be in writing with a confirmation of receipt from Omni.

(B) In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.

(C) Agreements are considered to have a term of "Month to Month" unless otherwise mutually agreed upon, in writing.

SECTION II – CONSIGNMENT OF GOODS

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such property and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the next proceeding sentence, warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any loss, injury or damage of any nature to, or related to, such goods. Depositor agrees that all promises contained in this section will be binding on the depositor's heirs, successors and assigns.

SECTION III - TENDER FOR STORAGE AND DELIVERY REQUIREMENTS TO OMNI

(A) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly provided by the depositor.

(B) Domestic deliveries to Omni must be made on the Omni Appointment Calendar and generally require a 48-hour advance notice. This may not be applicable for Omni controlled moves.

(C) Hours of operations are Monday through Friday, 0730 until 1630, closed one hour for lunch. Omni's Holiday Schedule is maintained and posted via www. Omnitransloading.com.

(D) All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. The depositor shall furnish 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 unless otherwise specified in the Agreement.

SECTION IV - STORAGE PERIOD AND CHARGES

(A) All charges for storage are per package or other agreed unit per month.

(B) Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of the unloading date or issue of warehouse receipt.

(C) Initial storage charges applied on product received on the 15th calendar day of the month, or sooner, will be for a full month's storage. Product received on the 16th calendar day of the month, or after, will be invoiced one-half month's storage. These conditions apply unless otherwise mutually agreed upon, in writing.

(D) Recurring storage charges will be applied on the first business day of each month to all inventory on-hand. These Storage charges will cover all days in that calendar month. There will be no prorations or credits issued for any inventory that ships prior to the end of that storage month. The process will be repeated on the first business day of each successive month. These conditions apply unless otherwise mutually agreed upon, in writing.

SECTION V – HANDLING

(A) The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are applicable at the time of receipt of goods.

(B) Unless otherwise agreed, labor for unloading and loading goods may be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expenses in unloading from or loading into cars or other vehicles not at a warehouse door may be charged to the depositor. These additional charges must be pre-approved by the depositor, in writing.

(C) Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor. These additional charges must be pre-approved by the depositor.

(D) When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each of an order. These additional charges must be pre-approved by the depositor.

(E) The warehouseman shall not be liable for demurrage, delays in unloading inbound cars, or delays in obtaining and loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

(F) Failure on the part of the depositor to pre-approve any additional charges in a timely manner and cause the Warehouseman to move the product in the best interest of the Depositor shall cause the Depositor to be liable for any additional charges.

SECTION VI - TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS FROM OMNI

(A) Instructions to transfer goods on the books of the warehousemen are not effective until delivered to and accepted by warehouseman, and all charges up to the time transfer if made are chargeable to the depositor of record. If a transfer involves re-handling the goods, such may be subject to a charge. If goods are transferred from one party to another through issuance of a new warehouse receipt or transfer, such may be subject to a charge. If a new warehouse receipt or inventory transfer is executed, the storage calendar may reset as needed to accommodate additional charges and inventory accuracy at the discretion of the Custodian. Additional charges will be pre-approved unless otherwise specified in Section XVII. All “subject to a charge” items are at the Warehouseman’s option unless otherwise specified in writing.

(B) When goods are ordered out, a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable because of acts of God, war public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of loss or destruction of goods for which warehouseman is not liable, or because of any other excuse provided by law, the warehouseman shall not be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

(C) Warehouse reserves the right to move the product from any Omni facility to another facility without written notice to the Depositor, unless otherwise specified in this Agreement. The warehouseman may, without notice, move goods within the warehouse in which they are stored.

(D) The warehouseman may, upon written notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage calendar month. Such notice shall be emailed to any last know contact of the business with a confirmation of receipt. If goods are not removed before the end of the next succeeding storage calendar month, the warehouseman may sell them in accordance with applicable law or as needed to protect Omni's interest.

(E) Domestic pick-ups from Omni must be made on the Omni Appointment Calendar and generally require a 48-hour advance notice. This may not be applicable for Omni controlled moves and is at the sole discretion of Omni Management.

(F) If warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time 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.

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

(H) Warehouseman reserves the right to hold any unit or multiple units in inventory, deemed necessary at warehouseman's sole discretion, to cover the total amount of debt for services owed to the warehouseman unless otherwise agreed, in writing and mutually accepted by both parties.

(I) Hours of operations are Monday through Friday, 0730 until 1630, closed one hour for lunch. Omni's Holiday Schedule is maintained and posted via www. Omnitransloading.com.

SECTION VII – ADDITIONAL SERVICES SUBJECT TO ADDITIONAL CHARGES

(A) Warehouse labor required for services outside of any quoted services will be charged to the depositor. These charges will be pre-approved by the Depositor.
(B) 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.
(C) Dunnage, bracing, packing materials or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.
(D) By prior arrangement, goods may be received or delivered during other than usual business hours.
(E) Communication expense outside emails and phone calls may be charged to the depositor.
(F) Failure on the part of the depositor to pre-approve any additional charges in a timely manner and cause the Warehouseman to move the product in the best interest of the Depositor shall cause the Depositor to be liable for any additional charges.
(G) Any repair cost for damages caused to Omni property by any service providers, either procured by the Omni Consignee or by a customer of an Omni Consignee, will be applied directly to the Omni Consignee's account.

SECTION VIII - BONDED STORAGE

(A) Warehouseman is NOT a Bonded Storage facility.
(B) Warehouse will NOT be responsible for any charges related to bonded shipments.

SECTION IX - LIABILITY AND LIMITATION OF DAMAGES

(A) The warehouseman shall not be liable for any loss of injury to goods stored however caused unless such loss or injury resulted from the failure by the warehouseman to exercise such care in the regard to them as a reasonably careful man would exercise under like circumstances and warehouseman is not liable for damages which could not have been avoided by the exercise of such care.
(B) The depositor declares that damages are limited to a multiple of 50 (fifty) times the base rate of storage. However, that such liability may at the time of the acceptance of this contract as provided in this Agreement be increased on part of all of the goods, to be mutually agreed upon, in writing by both parties.
(C) Storage charges will stop at the time of loss recognition
(D) Coverage for "loss of sales" is strictly prohibited.
(E) Inventory shortages will be credited to the account of the Depositor. Overages will be a debit to Account of the Depositor. Exceptions must be mutually agreed upon by both parties.
(F) If the account is not subject to "Storage" charges, the liability limit will be the amount invoiced To the customer for the services provided as related to the shipment in question.
(G) Under no circumstances will Omni be responsible for an amount that exceeds the limits defined in items (B) and (F) of this section.

SECTION X - NOTICE OF CLAIM AND FILING OF SUIT

(A) Claims by the depositor and all other persons must be presented in writing to the Custodian within a reasonable time, and in no event longer than either 10 calendar days after delivery of the goods by the warehouseman or 10 calendar days after depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(B) No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such actions commenced either within nine months after date of delivery by warehouseman or within nine months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(C) When goods have not been delivered, notice may be given of known loss or injury to the goods by communicating to the depositor of record or to the last known holder of a negotiable warehouse receipt, with a confirmation of receipt. Time limitations for presentation of claim in writing and maintaining of action after, begin on the date of communication of such notice by warehouseman. Electronic means of communications are also acceptable so long as each transmission is confirmed as having been received by any employee of the depositor.

SECTION XI – FORCE MAJEURE

In the event that either party is unable to perform its obligation under this Agreement due to flood, fire, or other acts of God, labor dispute or strike, act of governmental authorities or any other cause beyond its reasonable control, such party shall provide immediate notice to the other of force majeure event. The obligations of the parties shall be suspended for the duration of the force majeure event if it lasts for more than five (5) calendar days. The party claiming a force majeure shall take all reasonable steps to eliminate such force majeure event or minimize the adverse effects of the event. Any additional cost incurred by the Custodian, at the sole discretion of the Custodian, may be applied against the Depositor's account.

SECTION XII. – CONTROLLING LAW

This Agreement, and all claims and causes of action (whether in contract or tort) that may be based upon arise out of or relate to this Agreement, shall be governed by the laws of Florida without regard to its conflicts of law principles. The courts sitting in Florida shall have exclusive jurisdiction of all disputes arising out of or relating to this Agreement.

SECTION XIII – DRAYAGE OPERATIONS

(A) Delivery Orders are the required document for the authorization to pick-up ocean containers from the ports. Email messages that are NOT titled or labeled as "Delivery Order" are not accepted and Omni Transloading and Logistics Will NOT be responsible for any container related charges due to a "Delivery Order" not being provided.

(B) Unless EDI is the means by which data is being exchanged, Omni Transloading and Logistics will NOT be responsible for clerical errors if Omni provides advanced reports back to the customer to allow for customer preview of existing orders, releases, containers, etc., and the customer fails to advise of any discrepancies back to Omni.

(C) Specific to the South Florida Ports of POM and PEV, container drayage operations must be provided with a minimum of three full business days of full container availability. Under no circumstances are container drays guaranteed and under no circumstances will Omni be responsible for any demurrage, detention, or container and equipment usage charges unless such charges are due solely to negligence by Omni.

(D) Empty containers that are to be returned to the port must be reported to Omni before noon on the business day prior to the "Last Free Day". Holidays must be taken into account and are the responsibility of the consignee to understand without written notice from Omni nor the drayman. The notice to Omni must be in email and that email must be confirmed via a return email from Omni.

SECTION XIV – ADDITIONAL TERMS AND CONDITIONS

(A) Any additional charges incurred by the Warehouseman on behalf of the Depositor, that are not otherwise specified in this Agreement, and/or as a result of executing instructions issued by the Depositor, and/or that are incurred for the benefit of the Depositor shall be invoiced by the Warehouseman to the Depositor at a rate to be determined by Omni Transloading and Logistics.

SECTION XV – CREDIT TERMS, LATE PAYMENT PENALTY'S, CREDIT HOLDS

(A) Credit terms are 15 days from date of invoice unless otherwise mutually agreed upon in writing. The issuance of any documents contrary to these terms are only valid if the exception is mutually acknowledged and agreed upon by Omni Ownership.
(B) All late payments may be subject to the maximum finance charge permitted by law.
(C) Any account with open invoice amounts that exceed the credit limits established by Omni are subject to "Cargo Holds'.
(D) The Depositor on the account will be the ultimate responsible party for all invoices.

SECTION XVI – SEVERABILITY

(A) If any provision of this contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this contract, such provision is fully severable, and this contract must be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this contract; and the remaining provisions of this contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this contract.

SECTION XVII - SERVICES AND RATES: