



EXHIBIT A TO TC TRADING CONTRACT

Contract Terms and Conditions

SECTION 1 – DEFINITIONS

As used in these Contract Terms and Conditions the following terms have the following meanings:

- (a) Contract. The Warehouse Services and Rate Contract which incorporates these Contract Terms and Conditions as Exhibit A and the Service Rate Sheet as Exhibit B. References herein to “this Contract” means the Contract and Exhibits A and B to the Contract.
- (b) Storer. The person, firm, corporation or other entity for whom the Goods described in this Contract are stored and who is a party to this Contract and anyone else claiming an interest in the Goods.
- (c) TC Trading Company includes officers, directors, employees and agents of TC Trading Company while acting within the scope and course of their employment.
- (d) Warehouse. Any one or more of TC Trading Company’s warehouses in Blaine, Washington unless a specific TC Trading Company warehouse is identified on Exhibit B to this Contract. TC Trading Company shall notify Storer of the specific warehouse where the Goods are stored on the warehouse receipts issued to Storer by TC Trading Company.
- (e) Goods. The personal property and any portion thereof described herein which TC Trading Company has agreed to receive, handle, store and/or provide other services pursuant to this Contract.

SECTION 2 – TENDER FOR STORAGE

- (a) Storer agrees that all Goods for storage shall be delivered to TC Trading Company properly marked and packed for handling.
- (b) Storer shall furnish, at or prior to delivery, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. Otherwise the Goods may be stored in bulk or assorted lots in freezer, cooler or general storage at the discretion of TC Trading Company and at the applicable storage rate.
- (c) Storer will provide TC Trading Company with accurate and complete information concerning the Goods sufficient to allow TC Trading Company to comply with all laws and regulations concerning the storage, handling and transportation of the Goods and will indemnify and hold TC Trading Company harmless from all loss, cost, penalty and expense (Including reasonable attorneys’ fees) as a result of Storer’s failure to do so.
- (d) Receipt and delivery of the Goods shall be made without sorting except by special arrangement which may be subject to a charge.
- (e) Unless otherwise agreed to in writing, TC Trading Company shall store and deliver Goods only in the packages in which they are originally received and shall not segregate Goods by production code date.
- (f) Storer agrees that all Goods shipped to TC Trading Company shall identify Storer on the bill of lading or other contract of carriage as the consignee, in care of TC Trading Company, and shall not identify TC Trading Company as the consignee. If, contrary to this requirement, Goods are shipped to TC Trading Company as consignee, Storer shall indemnify and hold TC Trading Company harmless from all claims for transportation, storage, handling and other charges relating to such Goods.

SECTION 3 – TERMINATION OF STORAGE

(a) TC Trading Company may, upon written notice, require the removal of the Goods or any portion thereof, from the Warehouse within a stated period, not less than 45 days after such notification. If said Goods are not so removed, TC Trading Company 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.

(b) If, in the opinion of TC Trading Company, Goods may be about to deteriorate or decline in value to less than the amount of TC Trading Company's lien or may constitute a hazard to other property or to the Warehouse or persons, the Goods may be removed or disposed of by TC Trading Company as permitted by law. All charges related thereto shall be paid by Storer.

(c) Either party may terminate this Contract by providing the other party with no less than 45 days prior written notice of such termination. Email acceptable.

SECTION 4 – STORAGE LOCATION

(a) The Goods shall be stored, at TC Trading Company's discretion, at any one or more locations at the Warehouse. The identification of any specific location within the Warehouse does not guarantee that the Goods shall be stored there.

(b) Unless otherwise agreed in writing, TC Trading Company may, at any time, at its expense, and without notice to Storer, remove any Goods from any room or area of the Warehouse to any other room or area thereof.

(c) TC Trading Company may, at its expense, relocate the Goods to any other Warehouse operated by TC Trading Company in Blaine, Washington and shall give Storer prompt notice of such relocation (email acceptable).

SECTION 5 – STORAGE CHARGES

(a) The Initial Storage Charge covers the storage of the Goods for the first calendar month or portion thereof. The Recurring Storage Charge applies on all Goods remaining in storage on the first day of the month after the month in which they are received by TC Trading Company and on the first day of each month thereafter on all Goods then remaining in storage.

(b) Unless TC Trading Company specifies otherwise all storage charges are fully earned on the first day of the storage period and are due and payable within 30 days of the invoice date.

(c) Rates quoted by weight will, unless otherwise specified, be computed on gross weight.

SECTION 6 – HANDLING/RECEIVING CHARGES

(a) Unless otherwise specified, the Handling Charge covers only the ordinary labor and duties incidental to receiving put away and delivering unitized Goods on pallets at the Warehouse dock during TC Trading Company's normal business hours.

(b) Unless otherwise specified, a charge in addition to the Handling Charge will be made for any work performed by TC Trading Company other than as specified in Section 6(a), at the rates specified in Exhibit B or, if not stated there, at TC Trading Company's then current rates which are available upon request.

(c) When Goods are ordered out in quantities less than in which received, TC Trading Company may make an additional charge for each order or each item of an order.

(d) Delivery by TC Trading Company of less than all units of any lot shall be made without subsequent sorting except by special arrangement which may be subject to an additional charge.

SECTION 7 – CROSS DOCK/ UNLOADING AND LOADING

(a) Unless otherwise specified, the Cross-Dock Charge covers only the ordinary labor and duties incidental to unloading, cross docking and loading unitized Goods on pallets at the WAREHOUSE dock during TC Trading Company's normal business hours and no more than five (5) days' storage of such Goods. TC Trading Company's normal storage charges for the type of storage and Goods shall apply on all cross-dock Goods remaining in storage longer than five (5) days.

(b) Unless otherwise specified, a charge in addition to the Cross-dock Charge will be made for any work performed by TC Trading Company other than as specified in Section 7(a), at the rates specified in Exhibit B or, if not stated there, at TC Trading Company's then current rates which are available upon request.

SECTION 8 – TRANSFER; DELIVERY

(a) Instructions by Storer to transfer Goods to the account of another are not effective until accepted by TC Trading Company. Charges will be made for each transfer and for any re-handling deemed by TC Trading Company to be required thereby. TC Trading Company reserves the right not to deliver or transfer Goods except upon receipt of written instructions signed by Storer.

(b) TC Trading Company shall have a reasonable time to make delivery after Goods are ordered out and shall have a minimum of four (4) business days after receipt of a delivery order in which to locate any misplaced Goods.

(c) If TC Trading Company is unable, due to any cause beyond its control, to effect delivery before expiration of the then current storage period, the Goods may, at TC Trading Company's discretion, be subject to storage charges for each succeeding storage period.

(d) All instructions and requests for delivery and/or transfer of Goods are received subject to satisfaction of all charges, liens and security interests of TC Trading Company. Upon termination of the storage relationship for any reason, TC Trading Company may refuse to deliver the Goods until it has been fully paid for all charges then due it regardless of the payment terms otherwise applicable to such charges.

(e) TC Trading Company may require, as a condition to delivery, a statement from Storer holding TC Trading Company harmless from claims of others asserting rights to the Goods. TC Trading Company may also exercise any other remedy available to it under the law to resolve conflicting claims to the Goods. All costs, charges and expenses, including reasonable attorneys' fees, incurred by TC Trading Company relating in any way to TC Trading Company's activities referred to in this Section 8(f) shall be charged to Storer and shall be considered charges with respect to the Goods and subject to TC Trading Company's general warehouse lien.

SECTION 9 – RATE ADJUSTMENTS AND OTHER SERVICES AND CHARGES

(a) TC Trading Company's rates and charges for services under this Contract are set forth in the Service Rate Sheet which is Exhibit B to this Contract and, if not stated there, are at TC Trading Company's then current rates which are available upon request and, unless stated otherwise in Exhibit B, the rates and charges may be increased by TC Trading Company on 90 days' written notice to Storer.

(b) Other services rendered in the interest of Storer or the Goods are chargeable to Storer.

(c) All charges are due and payable within 30 days after the date of the invoice. All charges not paid within 30 days from the invoice date are subject to an interest charge, from the date said charge became due until paid, at 1.5% per month or the maximum amount allowed by law.

(d) Storer may, subject to reasonable limitations, inspect the Goods when accompanied by an employee of TC Trading Company whose time is chargeable to Storer.

(e) In the event of damage or threatened damage to the Goods, Storer shall pay all reasonable and necessary costs of protecting and preserving the Goods and for clean-up and disposal of damaged and destroyed Goods.

When such costs are attributable both to Goods of Storer and property of others, said costs shall be apportioned among Storer and others on a pro rata basis as determined by TC Trading Company. The costs referred to in this Section 9(d) shall not apply to Storer to the extent such costs are solely attributable to TC Trading Company's failure to exercise reasonable care.

(f) TC Trading Company shall supply dunnage bracing and fastenings where it deems it appropriate on outbound shipments and the cost thereof is chargeable to Storer if TC Trading Company provides Storer with prior written notice of the charge and the basis thereof (email acceptable).

(g) Any additional costs incurred by TC Trading Company in unloading railcars or trucks containing damaged Goods are chargeable to STORER.

(h) TC Trading Company shall not be responsible for detention or demurrage charges or delays in loading or unloading unless such detention or demurrage charge or delay was caused solely by TC Trading Company's negligence.

(i) Unless otherwise noted, an additional charge will be made for bonded storage.

(j) TC Trading Company may assess an additional charge when Goods, designated for cooler or freezer storage, are received at temperatures more than five (5) degrees Fahrenheit above the applicable room temperature. TC Trading Company shall not be responsible for blast freezing Goods.

(k) All storage, handling and other services may be subject to minimum charges.

(l) Storer agrees to pay TC Trading Company all costs, charges and expenses including reasonable attorney's fees ("Expenses") incurred by TC Trading Company in connection with the storage, handling and/or disposition of the Goods, including without limitation, such Expenses relating to lawsuits (including Bankruptcy proceedings) involving in any waysaid Goods and/or Storer's performance under this Contract. All such Expenses shall constitute charges with respect to the Goods and subject to TC Trading Company's general warehouse lien.

(m) Storer shall reimburse TC Trading Company at its cost for all pallets supplied by TC Trading Company.

(n) TC Trading Company may charge Storer an "energy surcharge" in the event of an increase in TC Trading Company's energy costs by providing Storer with no less than 45 days prior notice.

SECTION 10 – LIABILITY AND LIMITATION OF DAMAGES

(a) TC Trading Company shall not be liable for any loss or destruction of or damage to Goods, however caused, unless such loss, destruction or damage resulted from TC Trading Company's failure to exercise such care regarding the Goods as a reasonably careful person would exercise under like circumstances. TC Trading Company shall not be liable for any loss or destruction of or damage to Goods that could not have been avoided by the exercise of such care.

(b) TC Trading Company and Storer agree that TC Trading Company's duty of care referred to in Section 10(a) does not extend to providing a sprinkler system at the Warehouse or any portion thereof.

(c) Unless specifically agreed to in writing, TC Trading Company shall not be required to store Goods in a humidity-controlled environment or be responsible for tempering Goods.

(d) IN THE EVENT OF LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS FOR WHICH TC TRADING COMPANY IS LEGALLY LIABLE, STORER DECLARES THAT TC TRADING COMPANY'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: THE REPLACEMENT COST OF SUCH LOST, DAMAGED AND DESTROYED GOODS, 50 TIMES THE INITIAL STORAGE CHARGE FOR SUCH LOST, DAMAGED AND DESTROYED GOODS OR \$0.50 PER POUND FOR SAID LOST, DAMAGED, AND DESTROYED GOODS, PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS CONTRACT, STORER MAY REQUEST, IN WRITING, AN INCREASE IN TC TRADING COMPANY'S LIABILITY ON PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION; FURTHER

PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PORTION OF THE GOODS HAS OCCURRED.

(e) TC Trading Company's liability referred to in Section 10(d) shall be Storer's exclusive remedy for any claim or cause of action whatsoever relating to loss or destruction of or damage to Goods. Storer waives any right to rely upon any presumption of conversion imposed by law.

(f) In no event shall Storer be entitled to recover any incidental, special, punitive, or consequential damages of any type or description.

(g) If TC Trading Company negligently mis-ships Goods, TC Trading Company, at its option, shall pay the reasonable transportation charges to return the mis-shipped goods to the Warehouse or the value of the mis-shipped Goods based upon Section 10(d). TC Trading Company shall have no liability whatsoever for any damages due to the consignee's acceptance or use of the Goods.

SECTION 11 – NOTICE OF CLAIM AND FILING OF SUIT

(a) TC Trading Company shall not be liable for any claim of any type whatsoever including, without limitation, any claim for loss or destruction of or damage to goods unless such claim is presented to it, in writing, within a reasonable time, not exceeding the earlier of 30 days after delivery of Goods by TC Trading Company or 30 days after Storer learned or, in the exercise of reasonable care, should have learned of such loss or destruction of or damage to the Goods or the basis for any other claim against TC Trading Company.

(b) As a condition precedent to filing any lawsuit or other action, Storer shall provide TC Trading Company with a reasonable opportunity to inspect the Goods which are the basis of Storer's claim.

(c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST COMPANY UNLESS A TIMELY WRITTEN CLAIM HAS BEEN MADE AS PROVIDED IN SECTION 11(a) AND UNLESS STORER HAS PROVIDED TC TRADING COMPANY WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN SECTION 11(b) AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN THE EARLIER OF NINE (9) MONTHS AFTER DELIVERY OF GOODS BY TC TRADING COMPANY OR NINE (9) MONTHS AFTER STORER LEARNED OR, IN THE EXERCISE OF REASONALBE CARE, SHOULD HAVE LEARNED OF THE LOSS OR DESTRUCTION OF OR DAMAGE TO THE GOODS OR THE BASIS FOR ANY OTHER CLAIM AGAINST TC TRADING COMPANY.

(d) Any lawsuit or other action against TC Trading Company must be brought in the state or province where the Warehouse is located and will be governed by the laws of such state or province.

SECTION 12 – INSURANCE

The Goods are not insured by TC Trading Company and the storage rates do not include insurance on the Goods.

SECTION 13 – LIEN

TC Trading Company shall have a general warehouse lien against the Goods and on the proceeds thereof for all charges for storage, handling, transportation (including detention, demurrage and terminal charges), insurance, labor and other charges present or future with respect to the Goods, advances or loans by TC Trading Company in relation to the Goods and for expenses necessary for the preservation of the Goods or reasonably incurred in their sale pursuant to law. TC Trading Company further claims a general warehouse lien on the Goods for all other such charges, advances and expenses due to TC Trading Company or any related entity from Storer for property stored by Storer in any warehouse owned or operated by TC Trading Company or any related entity wherever located. TC Trading Company reserves the right to require advance payment of all charges prior to releasing GOODS regardless of otherwise applicable payment terms.

SECTION 14 – TRANSPORTATION SERVICES

All transportation services arranged by TC Trading Company for the Goods shall be in TC Trading Company's capacity as a shipper's agent for Storer and such services shall be subject to this Contract, including, but not limited to Section 10 above.

SECTION 15 – WAIVER – SEVERABILITY

(a) TC Trading Company's failure to insist upon strict compliance with any provision of this Contract shall not constitute a waiver of or estoppel to later demand strict compliance with said provision or to insist upon strict compliance with all other provisions of this Contract.

(b) In the event any Section of this Contract or part thereof shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Sections and parts shall not, in any way, be affected or impaired thereby.

SECTION 16 – AUTHORITY

Storer represents and warrants that it is either (a) the lawful owner of the Goods which are not subject to any lien or security interest of others; or (b) the authorized agent of the lawful owner or any holder of a lien or security interest and has full power and authority to enter into the agreements incorporated in this Contract.

SECTION 17 – NOTICES

All written notices required herein may be transmitted by any commercially reasonable means of communication and directed to TC Trading Company and Storer at the address set forth on this Contract or such other address as a party shall notify the other party of in accordance with the provisions of this Section 17. All such notices shall be effective upon receipt.

SECTION 18 – FORCE MAJEURE

In the event of riot, war, rebellion, fire, flood, act of God, terrorism, act of governmental authorities or any other cause beyond the control of TC Trading Company which renders it impossible for TC Trading Company to comply with any term or provision of this Agreement (a "Force Majeure Event"), TC Trading Company shall not be liable for any such non-compliance caused thereby during the continuance of the Force Majeure Event; provided, however, in the event of any such Force Majeure Event affecting TC Trading Company's ability to perform hereunder, TC Trading Company shall use its best efforts to eliminate the cause of such inability to perform and shall perform to the fullest extent it is able under the circumstances.

SECTION 19 – ENTIRE AGREEMENT

This Contract constitutes the entire agreement between TC Trading Company and Storer relating to the Goods and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of TC Trading Company and Storer. In the event any conflict between any provision of this Contract and the terms and conditions on any warehouse receipt issued by TC Trading Company to STORER, this Contract shall control.

Revised 12/13/2018-PXH