



SAMPLE CUSTOMER | 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. Includes officers, directors, employees, and agents of TC Trading while acting within the scope and course of their employment.
- (d) Warehouse. Any one or more of TC Trading’s warehouses in Blaine, Washington unless a specific TC Trading warehouse is identified on Exhibit B to this Contract. TC Trading shall notify Storer of the specific warehouse where the Goods are stored on the warehouse receipts issued to Storer by TC Trading.
- (e) Goods. The personal property and any portion thereof described herein which TC Trading 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 properly marked and packed for handling. In the event TC Trading, in its reasonable judgment, concludes that the Goods tendered have not been properly marked and packed for handling, TC Trading may, at its sole discretion, refuse the shipment. Any costs associated with TC Trading’s rejection shall be borne exclusively by Storer. Unless Storer provides notice of special handling instructions at least twenty-four (24) hours prior to delivery of the Goods to TC Trading, TC Trading shall have no liability or responsibility for failure to follow such instructions or for any resulting spoilage or food safety issues relating to such Goods.
- (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 and at the applicable storage rate.
- (c) Storer will provide TC Trading with accurate and complete information concerning the Goods sufficient to allow TC Trading to comply with all laws and regulations concerning the storage, handling and transportation of the Goods and will indemnify and hold TC Trading 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 shall store and deliver Goods only in the packages in which they are originally received.
- (f) Storer agrees that all Goods shipped to TC Trading shall identify Storer on the bill of lading or other contract of carriage as the consignee, in care of TC Trading, and shall not identify TC Trading as the consignee. If, contrary to this requirement, Goods are shipped to TC Trading as consignee, Storer shall indemnify and hold TC Trading harmless from all claims for transportation, storage, handling and other charges relating to such Goods.

SECTION 3 – TERMINATION OF STORAGE

- (a) TC Trading may, upon written notice, terminate this Contract and require the removal of the Goods or any portion thereof from the Warehouse within a stated period, not less than thirty (30) days after such notification in the event Storer (i) fails to pay any charges under this Contract when due and such failure continues for a period of ten (10) days following written notice from TC Trading, or (ii) fails to observe any other term of this Agreement and such failure continues for a period of thirty (30) days following written notice from TC Trading. If said Goods are not so removed, TC Trading 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. In addition, in the event Storer files a voluntary petition in bankruptcy, files an action for the appointment of a receiver or responds to an involuntary bankruptcy proceeding, TC Trading shall have the right to all remedies to: (a) terminate this Contract; (b) to obtain an order of adequate protection; or (c) to take any other measures provided by federal or state law to protect its interest as a bailee for hire. Any and all statutory and common law lien rights shall be preserved to the extent permitted by applicable federal or state laws.
- (b) In the event TC Trading has reasonable cause to believe Goods in storage are under threat of deterioration or decline in value, TC Trading shall provide written notice by e-mail or facsimile, to Storer. Storer shall have 24 hours



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to conduct its own physical inspection. If Storer fails to inspect within the time required, TC Trading shall have the right to remove the Goods from storage, dispose of the same and charge Storer all costs associated with such action. In the event Storer fails to inspect, it shall be deemed to have waived all of its rights to the Goods or to the action TC Trading takes.

SECTION 4 – STORAGE LOCATION

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

SECTION 5 – STORAGE SERVICES

(a) The Initial Storage Charge covers the storage of the Goods for each 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 and on the first day of each month thereafter on all Goods then remaining in storage.

(b) Unless TC Trading specifies otherwise all storage charges are fully earned on the first day of the storage period and are due and payable upon receipt.

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

SECTION 6 – RECEIVING AND HANDLING SERVICES

(a) Unless otherwise specified in writing, the Receiving and Handling Charges cover only the ordinary labor and duties incidental to receiving, putting away and delivering from storage unitized Goods on pallets at the Warehouse dock during TC Trading's normal business hours.

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

(c) When Goods are ordered out in units of measurement smaller than the units of measurement initially received by TC Trading at its warehouse, TC Trading may make an additional charge for each order or each item of an order. TC Trading will notify Storer in advance of the additional charges that will be required to fulfill the order.

(d) Delivery by TC Trading 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 – OUTBOUND SERVICES

(a) Unless otherwise specified, the Outbound Charges apply if Storer arranges for its own transportation and cover only the ordinary labor and duties incidental to picking orders by Storer for outbound shipment and providing necessary documentation during TC Trading's normal business hours and delivering the same to loading dock for tender to delivering carriers, unless Storer in writing, and for an additional charge, directs TC Trading to load shipments on truck.

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

(c) For any transportation arranged by Storer, Storer must cause its carrier to verify load configuration and weight. TC Trading shall not be responsible for any damages caused by Storer's carrier under any circumstances.

SECTION 8 – WAREHOUSE SERVICES

(a) Unless otherwise agreed, the Warehouse Overtime Charge covers any inbound or outbound warehouse services outside of TC Trading's normal warehouse hours of Monday-Friday, except holidays, 7:30 a.m. to 5:30 p.m.

(b) Any packing or other materials and services other than standard shrink wrap and seals shall be billed at TC Trading's then current rates which are available upon request.

SECTION 9 – CROSS-DOCK/ UNLOADING AND LOADING

(a) Unless otherwise specified, the Cross-Dock Charge covers only the ordinary labor and duties incidental to



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unloading, cross docking and loading unitized Goods on pallets at the Warehouse dock during TC Trading's normal business hours and no more than five (5) days' storage of such Goods. TC Trading'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 other than as specified in Section 9(a), at the rates specified in Exhibit B or, if not stated there, at TC Trading's then current rates which are available upon request.

SECTION 10 – USDA SERVICES

(a) Storer must provide notice, confirm appointment time, and provide all applicable documentation prior to the goods arriving for inspection to TC Trading. Store is responsible for confirming status of Import Inspection release.

(b) Storer must also provide at least twenty-four (24) hours prior to delivery of the Goods to TC Trading.

(c) USDA Services are only available during normal USDA service hours, as may change from time to time.

(d) Any other USDA Services not listed on Exhibit B shall be billed at TC Trading's then current rates which are available upon request.

(e) Storer shall hold harmless, defend, and indemnify TC Trading from any and all claims, actions, suits, charges and judgments whatsoever that arise out of TC Trading performance or nonperformance of USDA Inspection Services.

SECTION 11 – TRANSPORTATION SERVICES

(a) To the extent that Storer requests that TC Trading arrange outbound transportation services, TC Trading shall act as a broker and not as a forwarder or carrier. TC Trading shall use reasonable efforts to secure transportation services from carriers having the requisite equipment to transport temperature-controlled freight. As an accommodation to Storer, and not as a legal obligation, TC Trading may, at its sole election, compensate Storer for cargo loss and damage after tender to carrier, at the lesser of \$.50 per pound. T.C. Trading's liability shall be limited to \$.50 Per Pound for the remaining replacement cost of such lost, damaged, and destroyed goods.

(b) All transportation requests need to be sent to Transportation@tctradingcompany.com.

(c) Transportation services for Storer are subject to a 50% Fuel Surcharge unless noted otherwise. Fuel surcharge will reflect current market conditions and TC Trading may adjust such surcharge from time to time.

(d) Each pallet spot will be considered a minimum of #1500 LB per spot. If the pallet weight is greater than #1500 LB, the actual net weight of the pallet will apply for rating purposes for tariffs that are billed by weight.

(e) Any special Proof of Delivery or documentation requirements need to be communicated before freight is tendered to TC Trading.

(f) TC Trading will not accept liability for any cost or penalties due to late or missed appointments.

(g) Drivers Detention charges will begin one hour after arrival of schedule delivery or pick up appointment of tendered freight, unless noted otherwise.

(h) In the event Storer requests COD services, the request shall be in writing and shall include any limitations or special requirements, such as cashier's check or money order only. Storer shall pay the carrier's surcharge for such service. Storer shall hold TC Trading harmless from any loss arising from carrier's failure to follow COD instructions.

SECTION 12– TRANSFER; DELIVERY

(a) Instructions by Storer to transfer Goods to the account of another are not effective until accepted by TC Trading. No instruction shall be effective unless given in writing and accepted in writing by TC Trading. Charges will be made for each transfer and for any re-handling deemed by TC Trading to be required thereby at TC Trading's then current rates. TC Trading reserves the right not to deliver or transfer Goods except upon receipt of Storer's written instructions.

(b) TC Trading shall have a reasonable time to secure outbound transportation services, given market and weather conditions and limitations. In no event shall TC Trading as a broker assume any liability for late or missed pickup and delivery services performed by carriers.

(c) If TC Trading is unable, due to any cause beyond its control, to arrange delivery before expiration of the then current storage period, the Goods may, at TC Trading'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. Upon termination of the storage relationship for any reason, TC



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Trading 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 may require, as a condition to delivery, a statement from Storer holding TC Trading harmless from claims of others asserting rights to the Goods. TC Trading 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 relating in any way to TC Trading's activities referred to in this Section 12(e) shall be charged to Storer and shall be considered charges with respect to the Goods and subject to TC Trading's general warehouse lien.

SECTION 13 – RATE ADJUSTMENTS AND OTHER SERVICES AND CHARGES

(a)TC Trading'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's then current rates which are available upon request. For any services not set forth on Exhibit B, the rates and charges may be increased by TC Trading on ninety (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 not paid within thirty (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 whose time is chargeable to Storer at TC Trading's Warehouse Overtime rate, as described on Exhibit B.

(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. 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's failure to exercise reasonable care.

(f)TC Trading 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 provides Storer with prior written notice of the charge and the basis thereof (email acceptable).

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

(h)TC Trading 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's negligence.

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

(j)TC Trading 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 shall not be responsible for blast freezing Goods. Storer agrees to pay TC Trading all costs, charges and expenses including reasonable attorneys' fees ("Expenses") incurred by TC Trading 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 way said 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's general warehouse lien.

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

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

SECTION 14 – LIABILITY AND LIMITATION OF DAMAGES

(a)TC Trading 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's failure to exercise such reasonable care regarding the handling and storage of the Goods. TC Trading shall not be liable for any loss or destruction of or damage to Goods while in transit. "Transit" shall commence on tender of the Goods to a carrier. "Transit" shall terminate on tender of delivery of the Goods by the carrier transporting the same to the goods' destination.

(b)TC Trading and Storer agree that TC Trading's duty of care referred to in Section 14(a) does not extend to providing a sprinkler system at the Warehouse or any portion thereof.



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(c) Unless specifically agreed to in writing, TC Trading 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 IS LEGALLY LIABLE, STORER DECLARES THAT TC TRADING'S LIABILITY SHALL BE LIMITED TO \$.50 PER POUND FOR THEREPLACEMENT COST OF SUCH LOST, DAMAGED AND DESTROYED GOODS. **WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS CONTRACT, STORER MAY REQUEST, IN WRITING, AN INCREASE IN TC TRADING'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's liability referred to in Section 14(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 caused by TC Trading's actions or omissions. Storer waives any right to rely upon any presumption of conversion imposed by law. In no event shall Storer be entitled to recover any incidental, special, punitive, or consequential damages of any type or description.

(f) If TC Trading negligently mis-ships Goods, TC Trading, 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 14(d). TC Trading shall have no liability whatsoever for any damages due to the consignee's acceptance or use of the Goods.

SECTION 15 – NOTICE OF CLAIM AND FILING OF SUIT

(a) TC Trading 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 thirty (30) days after delivery of Goods by TC Trading or thirty (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.

(b) As a condition precedent to recovery against TC Trading, Storer shall provide TC Trading with a reasonable opportunity to inspect the Goods, dunnage, packing materials and pallets, which are the basis of Storer's claim before Storer commences such action.

(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 15(a) AND UNLESS STORER HAS PROVIDED TC TRADING WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN SECTION 15(b) AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN THE EARLIER OF NINE (9) MONTHS AFTER DELIVERY OF GOODS BY TC TRADING OR NINE (9) MONTHS AFTER STORER LEARNED OR, IN THE EXERCISE OF REASONABLE 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.

(d) Any lawsuit or other action against TC Trading must be brought in state or federal court for Whatcom County, Washington. This Agreement is governed by the laws of the State of Washington without regard to its conflicts of law principles. The parties waive their right to trial by jury.

SECTION 16 – INSURANCE

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

SECTION 17 – LIEN

TC Trading shall have a general warehouse lien against the Goods and on the proceeds thereof for all charges for storage, handling (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 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 further claims a general warehouse lien on the Goods for all other such charges, advances, and expenses due to TC Trading or any related entity from Storer for property stored by Storer in any warehouse owned or operated by TC Trading or any related entity wherever located. TC Trading reserves the right to require advance payment of all charges prior to releasing Goods regardless of otherwise applicable payment terms.



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SECTION 18 – WAIVER – SEVERABILITY

(a) TC Trading'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 19 – 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 20 – NOTICES

All written notices required herein may be transmitted by first class mail or by certified mail, return receipt requested, and directed to TC Trading 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 20, unless email or telephone communication is called for in this Agreement. All such notices shall be effective upon receipt.

SECTION 21 – FORCE MAJEURE

In the event of riot, war, rebellion, fire, flood, act of God, terrorism, pandemic, act of governmental authorities or any other cause beyond the control of TC Trading which renders it impossible for TC Trading to comply with any term or provision of this Agreement (a "Force Majeure Event"), TC Trading 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's ability to perform hereunder, TC Trading 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 22 – ENTIRE AGREEMENT

This Contract constitutes the entire agreement between TC Trading 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 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 to Storer, this Contract shall control.

SECTION 23 – FEES

In the event an arbitration, suit or action is brought by any party under this Contract to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court, and/or appellate court.

SECTION 24 – AMENDMENT

This Contract may only be amended by a written agreement signed by TC Trading and Storer.

SECTION 25 – WAIVER

The failure of either party to enforce any of the provisions of this Contract, or to exercise its rights under any of the provisions, or to require certain performance of any of the provisions herein, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part thereof or the right of either party thereafter to enforce each and every provision.

SECTION 26 – INTERPRETATION

The headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions of the Contract. When used herein, the term "may" shall mean that TC Trading shall have the option, at its discretion, to take the action described in the applicable clause.