WAREHOUSE RECEIPT TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS
   “Warehouse” means Blue Sky Blue Sky, Inc. d/b/a American Export Lines (“Warehouse”). “Depositor” means the shipper, consignee, owner of the Goods or its agents, including, without limitation, motor carriers, drayage companies, forwarders, brokers, and/or any and all other persons who have an interest in the Goods stored or any interest in the Goods stored. “Charges” means the merchandise, cargo, or freight that the Depositor tenders for storage, set forth on the front of this Contract. “Yard Storage” means the placement of containers, cargo, or freight in the21yard(s), tractor or trailer, or “Goods.” “Warehouse” shall mean the warehouse, building or storage facility, and/or any vehicle used to transport the Goods.

2. STORAGE PERIOD AND CHARGES
   a. Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month.
   b. Goods are delivered to the Depositor on the date that the Warehouse accepts the Goods, whether or not the goods are accepted for storage.
   c. Goods are delivered to the Depositor at the rate of one week after a single advertisement or posting as provided by law.
   d. If the Depositor in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of cost of storage, the Depositor agrees to rates and charges as may be assessed and invoiced by the Warehouse and to all terms of this Contract.
   e. Goods shall be removed from the Warehouse at the Depositor’s cost.

3. SHIPPING
   The Depositor shall not designate the Warehouse to be the consignee for any Goods under any bill of lading, waybill, airwaybill, or any other transportation contract, receipt, or delivery document. It is a violation of this terms of this shipping receipt, Goods receive at the Warehouse at the risk and responsibility of the Depositor. The Depositor agrees to notify the carrier in writing prior to such shipment with copy of such notice to the Warehouse, that the Goods have in fact that has no beneficial title or interest in such Goods and the Depositor further agrees to indemnify and hold harmless the Warehouse from any and all claims for unemployment charges, including, without limitation, undercharges, overcharges, or errors, or any injury, that arise out of or in any way connected to the Goods. The Depositor further agrees that it fails to notify the carrier as the preceding sentence requires, the Warehouse shall have the right to refuse such Goods and it shall not be liable for or responsible for any loss, injury, or damage that arises out of or in any way connected to such Goods.

4. TENDER FOR STORAGE
   All Goods shall be delivered to the Facility properly marked and packaged for storage and handling. The Depositor shall furnish all packaging expense including postage, overnight delivery, or telephone may be charged to the Depositor if such concern is not removed in inventory or reporting or, at the request of the Depositor, communications are made by other than regular United States Mail.

5. STORAGE PERIOD AND CHARGES
   a. Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month.
   b. The storage month begins on the date that the Warehouse accepts the Goods, regardless of unloading date or date of issue of warehouse receipt.
   c. Goods are delivered to the Depositor at the rate of one week after a single advertisement or posting as provided by law.
   d. If the Depositor in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of cost of storage, the Depositor agrees to rates and charges as may be assessed and invoiced by the Warehouse and to all terms of this Contract.
   e. Goods shall be removed from the Warehouse at the Depositor’s cost.

6. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS
   a. Instructions to transfer the Warehouse shall not be effective until delivered to and accepted by the Warehouse, and all charges up to the time transfer is made are chargeable to the Depositor. The transfer involves the reconsignment of the Goods to another warehouse or to the Depositor.
   b. The Warehouse reserves the right to move, at its expense, the goods from the Warehouse to another warehouse or to the Depositor.
   c. Any Goods may be transferred to the Depositor upon written notice of not less than 30 days to the Depositor and any other person known by the Depositor to have an interest in the Goods, except if the Goods are to be transferred to another warehouse, and the Depositor shall be responsible for all charges, including, without limitation, undercharges, overcharges, or errors, or any injury, that arise out of or in any way connected to the Goods.
   d. Goods are delivered to the Depositor at the rate of one week after a single advertisement or posting as provided by law.
   e. The Depositor shall be responsible for the cost of removing and disposing of such Goods due to the Depositor’s environmental cleanup and site remediation resulting from the loss or damage to the Goods.

7. NOTICE OF CLAIM AND FILING OF SUIT
   a. Claims by the Depositor and all other persons must be presented in writing to the Warehouse within a reasonable time, and in no event any later than the earlier of (i) 60 days after delivery of the Goods by the Warehouse or (ii) 60 days after after the Depositor is notified by the Warehouse that the loss or damage to part of all of the Goods has occurred.
   b. No lawsuit or other action may be maintained by the Depositor or any other person against the Warehouse for loss or damage to the Goods unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawful or other action is commenced by no later than the earlier of (i) nine months after date of delivery by the Warehouse or (ii) nine months after Depositor is notified that loss or damage to part of all of the Goods has occurred.
   c. The Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to the Depositor. Time limitations for presentation of claim in writing and maintaining of action notice begin on the date of mailing of such notice by Warehouse.

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES
   The Depositor shall not be liable for any loss of profit or for any special, indirect, or consequential damages of any kind whatsoever.

9. LIABILITY FOR MIS-SHIPMENT
   a. In the event of inadvertent misshipment, the Warehouse shall pay the reasonable transportation charges incurred to return the mishipped Goods to the Facility. If the consignee fails to return the Goods, the Warehouse’s maximum liability shall be for the cost of damages as specified in Section 12 above, and Warehouse shall have no liability for damages due to the consignee’s failure or any other excuse provided by law, the Depositor agrees to rates and charges as may be assessed and invoiced by the Warehouse to the Depositor.

10. MISCELLANEOUS DISAPPEARANCE
    Wharehouse shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods only if Depositor establishes such loss occurred because of Warehouse’s failure to exercise the care required by Warehouse to exercise the care required under the circumstances. In the event of the loss or disappearance of Goods, the Depositor shall be liable for the cost of removing and disposing of such Goods due to the Depositor’s environmental cleanup and site remediation resulting from the loss or damage to the Goods.

11. RIGHT TO STORE GOODS
   Depositor represents and warrants that Depositor is lawfully possessed of the Goods and has the right and authority to store them with Warehouse. Depositor agrees to indemnify and hold harmless the Warehouse from all loss, cost, and expense (including reasonable attorneys’ fees) which Warehouse pays or incurs as a result of any dispute or litigation, whether instituted by Warehouse or others, respecting Depositor’s title, interest or rights in the Goods. Such amounts shall be charges in relation to the Goods and subject to Warehouse’s lien.

12. ACCURATE INFORMATION
    Depositor will provide Warehouse with information concerning the Goods, which is accurate, complete and sufficient to allow Warehouse to properly store, handle and transport the Goods. Depositor will provide Warehouse with reasonable cash price, cost, and/or any other information which may be required by Warehouse.

13. SEVERABILITY AND WAIVER
    If any part of this Contract is held invalid or unenforceable by a court of competent jurisdiction, the provisions of this Contract that are not affected by the court’s decision shall remain in full force and effect.

14. WAIVER
    Any waiver of uninsured or uninsured damages which arise out of or in any way connected to such Goods. Pending such disposition, sale or return of the Goods, the Warehouse may remove the Goods from the Facility and shall incur no liability by reason of such removal.

16. EXTRA SERVICES
    a. Warehouse labor required for services other than ordinary handling and storage shall be charged to the Depositor.
    b. Special services requested by Depositor including but not limited to canceling of special statements; reporting marked and/or damaged goods; and handling and storage billing shall be subject to a charge.
    c. Damage, breach, packaging materials or other special supplies, may be provided for the Depositor at a charge in addition to the Warehouse’s cost.

17. CONTRACT MODIFICATION
    Any modification to this Contract shall be by written agreement only.

18. GENERAL AND SPECIFIC LIEN
    The Depositor claims a general and specific lien for all lawful charges for storage and preservation of the Goods and Equipment, including, without limitation, interest, insurance, transportation, labor, weighing, cooperating, and any and all other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. Warehouse further claims a general warehouse lien for all such charges, advances and expenses with respect to any other Goods stored by the Depositor in any other facility owned or operated by Warehouse. In order to protect its lien, Warehouse reserves the right to require advance payment of all charges prior to shipment of Goods. Warehouse reserves the right to accept a non-negotiable form of payment such as cashier’s checks or wire transfer before releasing or delivering goods. Warehouse reserves the right to exercise lien rights under the terms of any applicable law or agreement between the Depositor and the Warehouse.

21. YARD STORAGE
    The liability of the Warehouse for any Yard Storage of containers or trailers, whether loaded or empty, secured or unsecured, shall be subject to this Contract.

22. GOVERNING LAW
    These Terms and Conditions of Contract shall be interpreted in accordance with and governed in all respects by the laws of the State of California.