



Warehousing Terms and Conditions

1. **Applicability.** These Warehousing Terms and Conditions (these “**Terms**”) are the terms that govern the provision of warehousing services by the Artico entity (“**Artico**”) to the client, both of which are set forth on such Warehouse Receipt or Master Warehouse and Services Agreement (the “**MWSA**”) (the “**Client**” and together with Artico, the “**Parties**”, and individually, a “**Party**”). The referenced Warehouse Receipt, these Terms and, if applicable to Artico and the Client, the MWSA, comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Warehouse Receipt, these Terms shall govern, unless the Warehouse Receipt expressly states that the terms and conditions of the Warehouse Receipt shall control. These Terms prevail over any of Client’s general terms and conditions regardless whether or when Client has submitted its request for proposal, order, or such terms. Provision of services to Client does not constitute acceptance of any of Client’s terms and conditions and does not serve to modify or amend these Terms.
2. **Definitions.** As used in these Terms, the following terms have the following meanings (a) “**Goods**” means the personal property and/or any portion thereof in with Artico has agreed to receive and store on behalf of Client pursuant to an applicable Warehouse Receipt; and (b) “**Warehouse Services**” are the warehousing, storage, handling and other services in which Artico has agreed to provide to Client. “**Unaccepted Goods**” shall mean the specific categories of goods set forth on Artico’s website that Artico will not accept for storage for the specified warehouse locations.
3. **Tender of Goods for Storage.** Prior to securing an inbound appointment in order to deliver the Goods to Artico for storage, Client shall submit a written inbound notice (an “**Inbound Notice**”) to the Artico Shipping & Receiving department, which must include the following information: (a) the bill of lading (i.e., item code(s)), (b) item description, (c) quantity, (d) weight of each item, (e) pallet dimensions, and (f) storage instructions and requirements. Once Client submits an Inbound Notice, Client may request an appointment for delivery. Client will be required to submit all information requested by the Artico Shipping & Receiving Department prior to delivery of the Goods. Client represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with Artico and thereafter direct the release and/or delivery of the Goods and has and will maintain appropriate insurance levels for the full replacement value of the Goods. Artico is not a guarantor of the condition of the Goods under any circumstances, including, but not limited to hidden, concealed, or latent defects in the Goods. Concealed shortages, damage, inherent vice or tampering will not be the responsibility of Artico. Client shall (i) tender any Goods for storage only during Artico’s posted business hours for the warehouse; (ii) tender all Goods to the warehouse properly marked and packed for storage and handling; and (iii) provide Artico with information concerning the Goods that is accurate, complete, and sufficient to allow Artico to perform the Warehouse Services pursuant to these Terms and comply with all laws and regulations concerning the Warehouse Services provided under these Terms. In the event Artico agrees in advance to receive a delivery of Goods outside of posted business hours for the warehouse, Client agrees that additional fees will be imposed. Artico may refuse to accept any goods for storage if the goods tendered for storage do not conform to the description set forth on the applicable Inbound Notice, a Warehouse Receipt or are otherwise Unaccepted Goods. Before tendering Goods that require specialized handling or which are dangerous or hazardous, Client shall identify such goods and special handling requirements to Artico in writing and Artico may decline to store such goods. Client is solely responsible for providing complete and accurate handling and storage instructions for any nonconforming Goods, including any applicable safety procedures. If Artico accepts any such nonconforming Goods for storage, Client agrees to rates and charges as may be assigned and invoiced by Artico as well as all terms and conditions of these Terms apply. The storage location of the Goods within the warehouse shall be determined by Artico and may be contiguous or non-contiguous. Artico may, in its sole discretion, commingle and store Client’s Goods with other property in the warehouse, whether or not owned or controlled by Client. Upon ten days written notice to Client, Artico may, at its expense, move the Goods to any other warehouse operated by Artico. Artico shall not be responsible for segregating Goods by production code or expiry date. Artico may, without notice, move any or all of the Goods from one location within the warehouse or other warehouse in which the Goods are stored to another location within the same facility. The identification or any specific location within Artico’s warehouse does not guarantee that the Goods shall be stored therein. For all Goods shipped to the warehouse, Client shall ensure that the bill of lading or other contract of carriage (“**Transportation Contract**”) as well as all declarations to government regulatory agencies identify Client as the named consignee, in care of Artico, and do not identify Artico as the consignee. If any Goods are shipped to the warehouse naming Artico as named consignee on the Transportation Contract, Client shall promptly notify the carrier in writing that Artico is the “in care of party” only and does not have any beneficial title or interest in the Goods. Artico may refuse to accept any Goods tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Goods. Whether Artico accepts or refuses goods shipped in violation of this Section, Client agrees to indemnify and hold Artico harmless from all claims for transportation, storage, handling, and other charges relating to such goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention, and other charges of any nature whatsoever. Client further agrees to indemnify, defend, and hold Artico harmless from any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of Artico as consignee. Artico shall not be listed and will not serve as an importer of record for any Goods and is not a licensed customs broker.



4. **Access and Release of Goods.** Client shall provide Artico twenty-four (24) hours' advance written notice to order any Goods released from the warehouse by submitting a completed order release form online or via email (each, a "**Release Order**"). Client may request expedited release of the Goods, but such expedited release will be subject to additional fees and availability. Upon confirmation of the Release Order, Client may request an appointment at www.articocold.com. Subject to the terms and conditions herein, Artico shall release the requested Goods to Client or its designee upon return of the Warehouse Receipt(s) issued for the applicable Goods, together with the applicable Release Order, signed by Client or its authorized representative. Artico may without liability rely on any information contained in any Release Order or other written communication from Client. Client shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods. A Release Order providing instructions to transfer Goods on the books of Artico to any other depositor of goods in the warehouse will not be effective until such Release Order is delivered to and accepted by Artico. The depositor of record shall be responsible for all charges up to the time the actual transfer of the applicable Goods is made. Client, its employees, and its authorized representatives may enter the warehouse, accompanied by Artico personnel, during normal business hours to inspect the Goods, provided Client gives reasonable advance notice to Artico.
5. **Termination of Storage; Obsolete or Expired Goods.** (a) Artico may, upon at least thirty (30) days' written notice to Client, require the removal of the Goods, or any portion thereof, from the warehouse. If Client does not promptly remove such Goods, Artico may without liability remove the Goods and sell the Goods at public or private sale without advertisement and with or without notification to all persons known to claim an interest in the Goods (to the last known place of business of the person to be notified) in the manner provided by law. If Artico, after a reasonable effort, is unable to sell the Goods, it may dispose of them without liability in any lawful manner. (b) If, in the good faith opinion of Artico, the Goods are about to deteriorate or decline in value to less than the amount of Artico's lien thereon before the end of the thirty (30) day notice period referred to in Section 5(a) above Artico may specify in the notification any reasonable shorter time for removal of the Goods and if the Goods are not removed, the Goods may be removed and disposed or destroyed of by Artico without liability. Additionally, if the Goods are or become a hazard to other property or to the warehouse or persons Artico may remove, dispose or destroy the Goods without liability. All charges related to said removal, destruction or disposition set forth in this Section 5 shall be paid by Client. (c) If the Goods are stored by Artico for more than eighteen (18) months, are past or approaching their expiry date or otherwise become obsolete, Artico may provide written notice to Client. Client will, within thirty (30) days of receiving such notice, at its sole cost and expense: (i) arrange for pickup of the Goods from the warehouse, or (ii) arrange for and dispose of the Goods. In the event Client fails to remove or dispose of the Goods within such thirty (30) day period, Artico will dispose of the Goods at Client's sole cost and expense. Such disposition fees and costs will be paid in accordance with these Terms.
6. **Fees; Payment Terms.** Client shall pay the charges and fees set forth on Artico's currently posted rate schedule or the agreed upon rate schedule in the Parties' MWSA, plus any and all sales, use or privilege, or other taxes imposed by federal, state, or local government, as well as all reasonable and necessary costs of protecting and preserving the Goods in the event of damage or threatened damage to the warehouse or the Goods while it is in the warehouse. Artico may, in its sole discretion, adjust the prices and fees from time to time by providing thirty (30) days prior written notice to Client of such adjustment. If Artico pays any expenses on behalf of Client related to or arising from the Warehouse Services, Client shall reimburse Artico for such expenses in accordance with these Terms. The Goods are deemed to be received on the date that Artico accepts care, custody, and control of the Goods, regardless of unloading date or the date warehouse receipt is issued. All storage fees shall be computed one of the following bases: (a) If storage rates are quoted on a "Partial First Month Basis" the storage month shall be a calendar month. A partial month's storage charge will apply to all Goods stored for the first 15 calendar days of storage. A second storage charge will apply on all Goods stored 16 calendar days or more for the first month. A full month's storage charge shall apply 1 calendar month and each month after the initial receipt on all Goods then remaining in storage. (b) If storage rates are quoted on an "Anniversary Basis" the storage month shall extend from the date of receipt in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge shall apply upon receipt of Goods and an additional monthly storage charge shall apply to each successive storage month on all Goods then remaining in storage. Unless Artico specifies otherwise, all storage fees are due and payable on the 1st day of storage for the initial month and thereafter on the monthly anniversary date of the initial receipt. Except as otherwise agreed to by the parties, Artico will invoice Client for all other charges and fees and Client will pay such invoice in accordance with the terms set forth therein. Artico may, in its sole discretion, require that all charges related to an entire lot of Goods shall be due and payable at the time the entire lot of Goods is removed from the warehouse. Client shall make all payments hereunder in US dollars. Client shall pay interest on all late payments that are more than thirty (30) days past due at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated and compounded monthly from the date due until paid in full. Client shall reimburse Artico for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Artico does not waive by the exercise of any rights hereunder), Artico shall be entitled to suspend the release of any Goods or cease performance of any Warehouse Services if Client fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof. Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Artico, whether relating to Artico's breach, bankruptcy, or otherwise. Any disputes related to an issued invoice are to be made within thirty (30) days of date of an applicable invoice. Both Parties shall then work to promptly in good faith to settle any dispute. If Artico in its reasonable



discretion determines that Client's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Artico's other rights, it may without liability or penalty (i) accelerate all amounts due hereunder and (ii) modify the payment terms, including requiring Client to make advance payment of all storage charges prior to shipment of Goods.

7. **Recalls; Denature Actions.** (a) In the event a recall, field alert, product withdrawal or field correction ("**Recall**") may be necessary with respect to any Goods provided, Client shall immediately notify Artico in writing. Artico will not act to initiate a Recall without the express prior written approval of Client unless otherwise required by applicable laws. The cost of any Recall shall be borne by Client. Client shall indemnify and hold harmless Artico from all loss, cost, penalty, and expense (including reasonable attorneys' fees) which Artico pays or incurs as a result of a Recall. (b) In the event Artico is notified by an applicable governing authority, including, but not limited to, the United States Food and Drug Administration and/or the United States Department of Agriculture, that certain imported Goods are subject to pending denature (a "**Denature Action**") Artico will inform Client of such Denature Action to allow Client the opportunity, at the Client's sole cost and expense, to correct such deficiency if possible; *provided, however*, that in the event Artico receives a Denature Action related to five (5) or less cases of Goods, Client hereby authorizes Artico to dispose or otherwise destroy such Goods without notice or any other corrective action at Client's sole cost and expense.
8. **Warehouse Lien.** Artico 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 Artico in relation to the Goods and for expenses necessary for the preservation of the Goods or reasonably incurred in their sale pursuant to law. Artico further claims a general warehouse lien on the Goods for all other such charges, advances and expenses due to Artico or any related entity from Client for property stored by Client in any warehouse owned or operated by Artico or any related entity wherever located. Unless expressly stated otherwise in writing, Artico will not subordinate its lien to any lender, financial institution, or any other third party. Artico may enforce this lien at any time, including by selling all or any part of the Goods in accordance with applicable law. This remedy is addition to any other remedy Artico may have at law or under these Terms. Client represents and warrants that it is lawfully possessed of the Goods and has the right and authority to store them with Artico's facilities. Client agrees to indemnify and hold harmless Artico from all loss, cost, and expense (including reasonable attorneys' fees) that Artico pays or incurs as a result of any dispute or litigation, whether instituted by Artico or others, respecting Client's right, title, or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to Artico's warehouse lien.
9. **Limited Warranty.** It is understood and agreed between the Parties that Artico shall not acquire title to or assume risk of loss for any of the Goods on behalf of Client, and shall not, in the course of providing the Warehouse Services in accordance with these Terms or otherwise, acquire title to or assume risk of loss for, or be deemed to have acquired title to or assumed risk of loss for, the Goods whether on behalf of Client or otherwise. Artico does not represent or warrant that the warehouse, trailers at its premise, or the contents of the warehouse cannot be destroyed by fire or any other cause of loss. Artico may, but will not be required to, maintain a watchperson or a sprinkler system, and Client acknowledges that Artico's failure to do so will not constitute negligence under these Terms or otherwise. Goods are not insured by Artico for the benefit of Client, including against fire or other cause of loss. As such, Artico shall not be responsible or liable for any loss or damage to the Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by Artico to exercise the level of care with regard to the Goods that a reasonably careful person would have exercised under the circumstances. Artico is not liable for damages which could not have been avoided by the exercise of such care. Artico 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 by Client or others unless such claim is presented, in writing, within a reasonable time, not exceeding the earlier of (1) sixty (60) days after delivery of Goods by Artico or (2) sixty (60) days after Client 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 Artico. Each claim must contain information necessary to identify the Goods affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation. Artico will have thirty (30) business days to investigate any such claim, and Client shall provide Artico a reasonable opportunity to inspect the Goods which are the basis of Client's claim. **No lawsuit or other action may be maintained by Client against Artico for loss or damage to the Goods unless a timely written claim has been given by Client as provided above and unless such lawsuit or other action is commenced within the earlier of (1) nine (9) months after delivery of the Goods by Artico or (2) nine (9) months after Client 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 Artico. Failure to assert a claim as described in this section shall constitute waiver by Client of such claim and shall be an absolute defense for Artico to such claim. IN THE EVENT OF LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS FOR WHICH ARTICO IS LEGALLY LIABLE, CLIENT DECLARES THAT ARTICO'S MAXIMUM LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (1) THE ACTUAL COST TO CLIENT OF REPLACING, OR REPRODUCING THE LOST, DAMAGED, AND DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO ARTICO'S FACILITY, (2) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND DESTROYED GOODS ON THE DATE CLIENT IS NOTIFIED OF SUCH LOSS, DAMAGE AND DESTRUCTION, (3) FIFTY (50) TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO SUCH LOST, DAMAGED AND DESTROYED GOODS, (4) \$0.50 PER POUND FOR SAID LOST, DAMAGED, AND DESTROYED GOODS. PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS**



CONTRACT, CLIENT MAY REQUEST, IN WRITING, AN INCREASE IN ARTICO'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. Artico's liability referred to in this Section 9 shall be Client's exclusive remedy for any claim or cause of action whatsoever relating to loss or destruction of or damage to Goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless Client proves by affirmative evidence that Artico converted the Goods to its own use. Client waives any right to rely upon any presumption of conversion imposed by law. If Artico negligently mis-ships Goods, Artico, at its option, shall pay the reasonable transportation charges to return the mis-shipped Goods to the Artico Facility or the value of the mis-shipped Goods based upon this Section 9. Artico shall have no liability whatsoever for any damages due to the consignee's acceptance or use of the Goods.

10. **Limitation of Liability.** IN NO EVENT SHALL ARTICO BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY ANY PERSON OR ENTITY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ARTICO'S AGGREGATE LIABILITY UNDER THESE TERMS (EXCLUDING ARTICO'S LIABILITY UNDER SECTION 9 (LIMITED WARRANTY) OF THESE TERMS), EXCEED THE TOTAL OF THE AMOUNTS ACTUALLY PAID TO ARTICO BY CLIENT DURING THE SIX MONTHS PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM. In the case of loss or damage to Goods for which Artico is not liable, Client shall be responsible for all charges incurred in removing and disposing of such Goods, including any environmental clean-up and remediation costs related to such Goods and their removal and disposal.
11. **Indemnity.** Client shall indemnify, defend, and hold harmless Artico and its officers, directors, employees, subcontractors, independent contractors, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention, or related charges and attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of or resulting from any claim arising out of or occurring in connection with (a) Client providing inaccurate or untimely information to Artico, or (b) Client's negligence or willful misconduct, or (c) Artico's exportation or shipment of Client's Goods to all countries outside of the United States (unless such claims were caused by Artico's gross negligence or willful misconduct) (each a "**Warehouse Claim**"). Client shall not enter into any settlement of a Warehouse Claim without Artico's or Indemnified Party's prior written consent.
12. **Information Systems.** (a) Any management information system, hardware, software, and documentation supplied by Client in connection with the Warehouse Services, and any data provided by Client or derived from data provided by Client (collectively, "**Client Information Components**"), whether owned by Client, any of its affiliates, or a third party from which Client has purchased or licensed such Client Information Components, are and will remain the sole and exclusive property of Client or such third party, as applicable, and all rights, title, and interest therein, and all copies thereof, including, without limitation, any and all copyrights, patents, trade secrets, trademarks, and other intellectual property and proprietary rights in or to any of the foregoing, are retained by Client or such third party, as applicable. Artico will not, by virtue of these Terms or otherwise, acquire any proprietary rights whatsoever in any Client Information Components. All software provided to Artico will be subject to the license agreement that is provided along with such software. Any right not expressly granted to Artico by Client is expressly reserved by Client. Artico acknowledges that Client makes no representations or warranties, express or implied, with respect to any Client Information Components. Artico agrees to keep the Client Information Components free from liens, claims, and other encumbrances. Artico will treat all non-public Client Information Components confidential. Any Client Information Components supplied in connection with the Warehouse Services and any related documentation in Artico's possession will be promptly returned to Client upon the expiration or termination of these Terms. Notwithstanding the foregoing, Artico may retain copies of the Client Information Components that contain Client's order data and use such information solely in connection with Artico's internal business purposes, including, but not limited to, billing, audits, analysis and complying with applicable law and regulations. (b) Any management information system, hardware, software and documentation supplied by Artico in connection with the Warehouse Services, and any data provided by Artico or derived from data provided by Artico (collectively, "**Artico Information Components**"), whether owned by Artico, any of its affiliates, or a third party from which Artico has purchased or licensed such Artico Information Components, are and will remain the sole and exclusive property of Artico or such third party, as applicable, and all rights, title and interest therein, and all copies thereof, including without limitation any and all copyrights, patents, trade secrets, trademarks and



other intellectual property and proprietary rights in or to any of the foregoing, are retained by Artico or such third party, as applicable, and Client will treat all non-public Artico Information Components, and non-public information about their capabilities, as confidential and not copy, use, relocate, modify, distribute, or disclose any Artico Information Components to third parties without Artico's prior written consent, except as required by law. Client will not, by virtue of these Terms or otherwise, acquire any proprietary rights whatsoever in any Artico Information Components. All software provided to Client will be subject to the terms of use, privacy policy and/or license agreement that is provided along with such software. Any right not expressly granted to Client by Artico is expressly reserved by Artico. Client acknowledges that Artico makes no representations or warranties, express or implied, with respect to any Artico Information Components. Client agrees to keep the Artico Information Components free from liens and encumbrances. Any management information system or computer hardware or software supplied by Artico or a third party in connection with the Warehouse Services and any related documentation in Client's possession will be promptly returned to Artico or such third party upon the expiration or termination of these Terms.

13. **Subcontractors.** Artico agrees that the Warehouse Services to be provided shall be arranged by Artico and performed by either an Artico employee or properly licensed warehouse operator, customs broker, air carrier, water carrier, rail carrier, motor carrier or other service contractor (collectively, the "**Subcontractors**") selected by Artico pursuant to the requirements of these Terms. Client understands and agrees that the Subcontractors are independent contractors with exclusive control over their respective employees, and are not agents, employees or authorized representatives of Artico. When Artico utilizes Subcontractors, Artico shall take reasonable efforts to ensure such Subcontractors shall: (a) have all licenses and permits as are required by applicable governmental authority for the lawful provision of the sub-contracted services; and (b) perform the Warehouse Services pursuant to the requirements set forth in these Terms. Artico shall at all times during the Term be responsible for payment to the Subcontractors, including without limitation, freight charges and any other charges or compensation as required by applicable laws and regulations.
14. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms (except for any obligations of Client to make payments to Artico hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other natural or nuclear disasters, explosion, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of these Terms; (f) national, regional or state emergency, declarations or orders; (g) strikes, labor stoppages or slowdowns, or other industrial or workforce disturbances; (h) telecommunication breakdowns, power outages or shortages, intentional or malicious acts of third persons, cyber attacks, viruses, lack of warehouse or storage space, inadequate transportation services, closure of transportation infrastructures, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events similarly beyond the reasonable control of the Impacted Party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If Artico has been unable to remove/deliver the Goods due to any reason specified in this Section, such Goods shall be subject to storage charges until such Goods are actually removed/delivered. All Goods are stored, handled, and transported at Client's sole risk of loss, damage, or delay caused by any of the above.
15. **Waiver.** No waiver by Artico of any of the provisions of these Terms are effective unless explicitly set forth in writing and signed by Artico. No failure by Artico to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise by Artico of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
16. **Third-Party Beneficiaries.** These Terms are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. Notwithstanding the foregoing, all limitations upon, and exceptions and defenses to, liability granted to Artico shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of Artico and the owners, directors, officers, employees, and agents of each of the foregoing.
17. **Choice of Law and Forum; Waiver of Jury Trial.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each Party acknowledges and agrees that any controversy that may arise under these Terms, including documents incorporated herein, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in



respect of any legal action arising out of or relating to these Terms, including any exhibits and other attachments to these Terms, and the transactions contemplated hereby.

18. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications (“**Notices**”) under these Terms must be in writing and addressed to the other Party at its address set forth on the applicable Warehouse Receipt or MWSA (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.
19. **Miscellaneous.** Subject to the limitations and other provisions of these Terms the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of these Terms as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms. If any term or provision of these Terms are invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other situation or jurisdiction. No amendment to or modification of these Terms are effective unless it is in writing and signed by an authorized representative of each Party. All rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the previous sentence, the Parties intend that Client’s rights under Section 9 are Client’s exclusive remedies for the events specified therein. Client shall not assign, transfer, delegate, or subcontract any of its rights or obligations under these Terms without the prior written consent of Artico. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Client of any of its obligations hereunder. Artico may at any time assign, transfer, or subcontract any or all of its rights or obligations under these Terms without Client’s prior written consent. These Terms are binding on and inures to the benefit of the Parties to these Terms and their respective permitted successors and permitted assigns. The relationship between the Parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from these Terms.