GENERAL TERMS AND CONDITIONS GOVERNING HANDLING AND STORAGE

The within-negotiable warehouse Receipt is given by Schenker, Inc. (hereinafter called the “Warehouse”) and accepted by the depositor of the property named on the face hereof (the “Depositor”) subject to the following Terms and Conditions. The property covered may be delivered to the Depositor without surrender of this receipt.

1. DEFINITIONS

(a) “Warehouse” as herein and hereinafter used means the railroad, barge line, or motor-truck agent delivering property to or receiving property from the Warehouse. The word “Package” as herein and hereinafter used means the packages or units of property for which a separate account is to be kept by the Warehouse.

2. WAREHOUSE’S LIEN

WAREHOUSE CLAIMS A LIEN ON THE GOODS COVERED BY THIS RECEIPT, AND A LIEN ON ALL GOODS OR PROPER DISPOSED OF OR CONveyED IN THE EXECUTION OF THE DECISION TO DISPOSE OF SUCH GOODS OR OTHER PROPERTY, FOR THE ACCOUNT OF THE DEPOSITOR OR OF ANY OTHER PERSONS AND ORGANIZATION HAVING AN INTEREST IN THE GOODS COVERED BY THIS RECEIPT, FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMOLITION, LABOR AND MATERIALS) FOR WHICH THE DEPOSITOR HAS PROMISE OR IS OBLIGATED TO PAY OR WHICH MAY BE INCURRED IN THE SALE, TRANSPORTATION OR STORAGE OF THE GOODS, AT THE TIME THAT WAREHOUSE ACCEPTS THE GOODS FOR STORAGE, FOR THE PRESENT OR FUTURE IN RELATION TO THE PROPERTY COVERED BY THIS RECEIPT, AND FOR EXERCISE OF THE LIEN, WITH RESPECT TO THE PRESENTATION OF SUCH PROPERTY OR ROCKING INCURRED IN THEIR SALE. WAREHOUSE ALSO RESERVES A SECURITY INTEREST IN ALL GOODS ABOVE NOTED (I) TO ALL CHARGES INCURRED DURING THE PRECEDING PERIOD WHICH HAVE BEEN INCURRED SINCE THE ORIGINAL DATE OF ARRIVAL OF SAID GOODS AS INDICATED HEREIN, TO THE EXTENT THAT SAID CHARGES ARE NOT SECURED BY A VALID LIEN, AND (II) FOR ADVANCES MADE, INTEREST THEREON AND LIQUIDATED DAMAGES INCURRED IN THE PERFORMANCE OF THE AGREEMENT OR IN THE ROYALTY LIEN.

3. TENDER FOR STORAGE AND HANDLING

Each shipment of Depositor’s property to the Warehouse constitutes a separate tender and the Warehouse may receive, store, handle, and deliver such property and charge therefor to the depositor, whether or not the Depositor agrees not to ship goods to Warehouse as the named consignee. If, in violation of this agreement, goods are shipped to Warehouse for which Warehouse is not liable, or because of any other excuse provided by law, the Warehouse shall not be liable and shall not be responsible for any loss, inventory or damage of any nature, to or related to, the goods or property or for the loss of or damage to, or for the loss of or damage to, or for the loss of or damage to, the property or goods covered by this Receipt or for any costs or expenses that may be incurred in the transportation of the goods or property to or from the Warehouse.

10. EXTRA SERVICES

(a) Warehouse labor required for services other than ordinary handling and storage will be charged to the Depositor.

11. MINIMUM CHARGES

(a) A minimum storage charge for Package and a minimum storage charge for package per month will be made.

12. LIABILITY FOR MISSHIPMENT

If Warehouse negligently misship goods, the Warehouse shall pay the reasonable transportation charges incurred to return the goods to the Depositor and payment of such charges, together with any other damages for which the Warehouse is responsible, constitutes the entire liability of the Warehouse for such misshipment. In the event goods are delivered to Depositor by other than regular United States Mail.

13. TENDER FOR STORAGE AND HANDLING

(b) Storage charges become applicable upon the date that Warehouse accepts care, custody and control of the charge for each order or each item of an order.

(c) Labor and materials used in loading rail cars or other vehicles are chargeable to the Depositor.

(d) When mutually agreed by the Warehouse and the Depositor or, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

(e) Communication expense including postage, teletype, telegram, or telephone will be charged to the Depositor if request is made for such service.

14. LIABILITY FOR MISSHIPMENT

(a) The Warehouse shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from the failure of the Warehouse to exercise such care in the handling, storage, packing, unpacking, shipping and receiving of the goods, and while the goods are awaiting such operations; or (b) which arises from natural decay, leakage, rodents, insects, fire, floods, strikes, lockouts, Boycotts, other labor disturbances, weather, providential causes, and the acts of any governmental agency or of public enemies. The Warehouse shall not be liable for loss or injury to goods caused by any cause, whether or not for which the Warehouse is responsible.

15. MYSTERIOUS DISAPPEARANCE

The Depositor shall furnish prior to delivery to the Warehouse a manifest showing marks, brands, or sizes of the property to or receiving property from the Warehouse. The word “Package” as herein and hereinafter used means the packages or units of property for which a separate account is to be kept by the Warehouse.

6. STORAGE PERIOD AND CHARGES

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

(b) Storage charges become applicable upon the date that Warehouse accepts care, custody and control of the goods or property.

(c) Except as provided in paragraph (d) of this section, a full month’s storage charge will apply on all goods received between the first and the fifteenth, inclusive, of a calendar month; one-half month’s storage charge will apply on all goods received on the sixteenth of a calendar month, and shall apply to all goods received on the first day of the next succeeding calendar month.

(d) When mutually agreed by the Warehouse and the Depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due and payable on the first day of the storage month.

7. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

(a) The Warehouse shall not be liable for any loss or injury to goods delivered to and accepted by the Warehouse, and all charges up to the time transfer is made are chargeable to the Depositor. If a transfer involves retaining the goods, such shall be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

(b) The Warehouse reserves the right to move, at its expense, 14 days after notice is sent by certified or registered mail or otherwise, as from the face of the warehouse receipt, goods or property which remain in storage after the expiration of 90 days of the last date of storage noted in this receipt. Certain goods or property may be stored in bulk or assembled Packages at the discretion of the Warehouse. The contents of the containers or the property remaining in the Package shall be identified on the Warehouse receipt. Such Package may be opened for concealed loss, damage or leakage. The Warehouse undertakes to handle, store, and deliver property only in the Packages in which it was originally received. When deterioration or failure of containers or packages requires, the Warehouse may dispose of the Package in whole or in part and make an additional charge for labor and material used shall be made. The Warehouse accepts no responsibility for such repair or replacement.

8. DELIVERY REQUIREMENTS

(a) No goods shall be delivered or transferred except upon receipt by the Warehouse of complete written instructions, which shall be in accordance with a prior written authorization, but the Warehouse shall not be responsible for loss or error occurring thereunder.

(b) When goods are ordered out a reasonable time shall be given the Warehouse to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil disturbance, and other similar causes, of which the Warehouse is or becomes aware, such order shall be deemed terminated. When goods are ordered out a reasonable time shall be given the Warehouse to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil disturbance, and other similar causes, of which the Warehouse is or becomes aware, such order shall be deemed terminated.

9. SHIPPING

Depositor agrees not to ship goods to Warehouse as the named consignee. If, in violation of this agreement, goods are shipped to Warehouse warehouseman as named consignee, Depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the Warehouse warehouseman, that Warehouse warehouseman named as consignee is a warehouseman and has no beneficial title in or interest in such property and Depositor agrees further to indemnify and hold harmless Warehouse from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. Depositor represents and warrants that Depositor is lawfully possessed of the goods and has the right and authority to store the goods for which Warehouse is not liable, or because of any other excuse provided by law, the Warehouse shall not be liable and shall not be responsible for any loss, inventory or damage of any nature, to or related to, the goods or property or for the loss of or damage to, the property or goods covered by this Receipt or for any costs or expenses that may be incurred in the transportation of the goods or property to or from the Warehouse.

18. THIRD PARTY BENEFICIARY INDEMNITY

(b) Special services requested by Depositor including but not limited to compiling of special stock statements; special marking or taping; and reporting marked weights, serial numbers or other data from packages; physical check of goods; and handling transit materials or other special supplies, may be provided for the Depositor at a charge in addition to the Warehouse’s cost.

19. NOTICE

(a) If any provision of this receipt or any application thereof, should be construed or held to be void, invalid or unenforceable, the remaining provisions of this receipt shall be affected thereby but shall remain in full force and effect.

20. ACCURATE INFORMATION

Depositor will provide information with provision concerning the stored goods which is accurate, complete and correct. In the event the Depositor fails to fulfill this obligation, the Warehouse will charge the Depositor for the cost of any necessary field investigation in order to obtain such information. When an error in the provision of the Warehouse Receipt shall not be construed or held to be void, invalid or unenforceable, the remaining provisions of this receipt shall be affected thereby but shall remain in full force and effect.

21. SEVERABILITY AND WAIVER

(a) Any provision of this receipt or any application thereof, shall be construed or held to be void, invalid or unenforceable, the remaining provisions of this receipt shall be affected thereby but shall remain in full force and effect.