



**Network Global Logistics, LLC  
Standard Terms and Conditions  
For  
Warehouse Agreement**

**The following Standard Terms and Conditions apply to all transactions and dealings with respect to the Network Global Logistics, LLC Warehouse Agreement.**

**1. Definitions.**

(a) “**Allowable Percent Increase**” shall mean that percent increase in annual Schedule of Rates as provided for in the Warehouse Agreement.

(b) “**Customer**” means the Customer as defined in that certain Warehouse Agreement by and between NGL and Customer.

(c) “**Customer Inventory**” shall mean that inventory of Customer that is subject to the provisions of the Warehouse Agreement.

(d) “**NGL**” means Network Global Logistics, LLC, an Oregon limited liability company and together with its successors and assigns.

(e) “**Renewal Period(s)**” means those renewal periods of the Warehouse Agreement after the expiration of the initial Term as provided for in the Warehouse Agreement.

(f) “**Schedule**” shall refer to those certain Schedules attached to and incorporated by reference into the Warehouse Agreement.

(g) “**Standard Terms and Conditions**” means the Network Global Logistics, LLC Standard Terms and Conditions contained in this document and as may be amended by Network Global Logistics from time to time.

(h) “**Term**” means the agreed upon term of the Warehouse Agreement as provided for therein.

(i) “**Warehouse Agreement**” means that certain Warehouse Agreement between Customer and NGL.

**2. Services Provided By NGL.**

During the Term, NGL will provide to Customer the various services outlined below (collectively, “Services”):

(a) Receipt and Warehousing. NGL will receive and stock Customer Inventory delivered to NGL by Customer at various warehouses owned and operated by NGL and/or its affiliates or subcontractors (collectively, "NGL Warehouses"), as more specifically identified on Schedule A. Upon NGL's receipt of Customer Inventory, NGL will enter into the NGL inventory management system information concerning the shipment received (i.e., part numbers, number of parts, etc.). NGL will assume that all items received conform to the description furnished. NGL will not issue written warehouse receipts to acknowledge receipt of Customer's goods into storage. Instead it will advise Customer electronically of the receipt of goods into NGL Warehouses. The Customer agrees that such electronic receipt satisfies the requirements of Article 7 of the Uniform Commercial Code with respect to the issuance of warehouse receipts, and that these Standard Terms and Conditions shall apply to each deposit of goods as if such terms were a part of the electronic receipt sent to Customer.

(b) Storage Services. Storage facilities within NGL Warehouses will be open to inspection by a Customer representative, upon reasonable notice to NGL, during normal business hours. All Customer Inventory will be maintained with part numbers clearly marked and organized in such a manner that individual parts can be located quickly with either manual or computer generated systems. All Customer Inventory will be stored inside NGL Warehouses. Storage services will be provided in accordance with Schedule B ("Schedule of Rates").

(c) Reports. NGL will provide Customer with the activity reports specified on Schedule C. NGL will maintain complete and accurate records of the Services performed pursuant to the Warehouse Agreement for a period of three (3) years after the completion of such Services. Records relating to the performance of Services pursuant to the Warehouse shall be made available to Customer upon reasonable notice.

(d) Packaging. At Customer's request NGL will package Customer Inventory in accordance with Customer-provided specifications at the rates set forth in the Schedule of Rates, provided such specifications are agreed to by NGL, and provided Customer provides NGL, at Customer's sole cost and expense, with packaging instructions and appropriate packing materials at or prior to the time such Customer Inventory is shipped from a NGL Warehouse.

(e) Shipping. NGL will arrange for the transportation of Customer Inventory upon the request, and in accordance with the instructions, of Customer's authorized representatives, including, without limitation, completing the required forms, bills of lading and air waybills with respect to such shipment. Customer will pay NGL for such Services in accordance with the Schedule of Rates. NGL may advance transportation charges on behalf of Customer, which charges must be promptly reimbursed by Customer. Upon the request of Customer, NGL will tender any shipment, including overnight or next day shipment, of Customer Inventory to any third party carrier designated by Customer.

### **3. Obligations of Customer.**

In order to enable NGL to perform its obligations hereunder, Customer shall:

(a) Customer agrees to use only the transportation services of NGL for all “same day” and “next flight out” shipments of Customer Inventory originating at an NGL Warehouse. These, and other shipments transported by NGL, shall be charged to Customer in accordance with the Schedule of Rates.

(b) Prior to the shipment of any Customer Inventory to an NGL Warehouse, provide NGL with an advanced shipping notice (“ASN”). An ASN is defined as advanced information regarding the shipping detail of parts entering an NGL Warehouse. The information must contain mode of shipping service, Airway Bill Number, and parts detail. The mode of transmission shall be determined and mutually agreed upon by both parties. Such Customer Inventory shall be arranged and delivered to NGL in a segregated manner, properly marked and packaged to withstand ordinary warehouse handling.

(c) Concurrently with or prior to the delivery of any Customer Inventory to NGL, Customer will provide NGL with a document listing each item of Customer Inventory so delivered by part and serial number and a Material Safety Sheets (“MSDS”) (if applicable), adequate description, weight and replacement value; provided that in order to conform to NGL’s inventory system, the format of such information shall be subject to review and approval by NGL.

(d) Provide NGL in writing with a current listing and updated listings from time to time, as appropriate, of authorized Customer personnel for order placement, with appropriate security codes as agreed upon.

(e) Provide NGL with any special instructions, procedures or requirements with respect to the storage and transportation of the Customer Inventory. Schedule D, shall contain these “Customer Specific Requirements” or “SOPS”, and NGL may comply with such directives without liability for any loss, damage or other injury resulting from such reliance.

#### **4. Delivery Of Parts To Warehouse.**

(a) Customer Inventory shall be transported to the various NGL Warehouses as mutually agreed upon by both parties. Customer shall be responsible for the cost of such transportation and related insurance. Customer represents to NGL that all Customer Inventory, when tendered to NGL, will not be damaged, will be properly packaged to withstand ordinary warehouse handling and will be packaged in compliance with all legal and safety requirements required to withstand the ordinary rigors of transportation to and from the NGL Warehouses.

(b) If a part delivered to NGL by Customer is intended to replace existing stock, the replacement value, weight and description of the replaced part will apply to the replenished part.

#### **5. Removal Of Parts From Warehouse(s); Warehouseman’s Lien.**

(a) Customer Inventory shall only be removed from NGL Warehouses upon the instructions of Customer, which instructions shall be in writing or by electronic transmission,

pursuant to procedures mutually agreed upon by the parties. NGL will act upon such instructions received from those persons designated by Customer pursuant to paragraph 2(d) above.

(b) All shipments of Customer Inventory from NGL Warehouses shall be at the expense of Customer at the rates shown on Schedule B.

(c) Should Customer give notice to terminate the Warehouse Agreement, Customer must pay all outstanding bills in full prior to the full release of any Customer Inventory. NGL reserves the right to withhold such portion of Customer Inventory with market value equal to the outstanding bills, unless both parties reach other terms. These charges will also include any fees associated with the delivery of such Customer Inventory back to Customer.

(d) Pursuant to Section 7-209 of the Uniform Commercial Code, NGL claims a lien against the Customer Inventory for all lawful charges for storage and preservation of Customer Inventory; also for all lawful claims for money advanced, interest, insurance, transportation, labor and other charges and expenses in relation to such Customer Inventory, and for the balance on any other accounts that may be due.

## **6. Rates And Charges.**

(a) Customer agrees to pay NGL for Services provided pursuant to the Warehouse Agreement at the rates set forth therein.

Storage charges become applicable upon the date that NGL accepts care, custody and control of the Customer Inventory, regardless of unloading date or date that Customer is notified of receipt of the Customer Inventory. A full month's storage charge will apply on all Customer Inventory received between the first and the 15<sup>th</sup>, inclusive, of a calendar month; one-half month's storage charge will apply on all Customer Inventory received between the 16<sup>th</sup> and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Customer Inventory in storage on the first day of the next and succeeding calendar months. All storage charges shall be billed on the first day of the calendar month.

NGL will bill Customer, on a bi-weekly basis, for all other Services performed by NGL during the preceding week. All charges shall be due and payable within thirty (30) calendar days of the date of receipt of each invoice.

(b) If Customer fails to make timely payment of the legitimate charges billed pursuant to this Section, then, in addition to any other right NGL may have, Customer shall pay to NGL a late payment charge at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower, on the amount outstanding and unpaid, including any disputed amounts that later are agreed, or determined, to be owed by Customer. Such late payment charge shall be calculated from the date that such unpaid charges become due and shall be compounded monthly for the period during which any such charges remain unpaid.

(c) Any disputed billing must be brought to the attention of NGL within thirty (30) calendar days after Customer's receipt of invoice; any portion of the billing not in dispute remains due and payable within thirty (30) days after Customer's receipt of invoice.

(d) If Customer requests that NGL perform additional services not identified by the Schedule of Rates, the parties shall mutually agree in writing upon the charges to be paid and applicable terms and conditions with respect to the performance of such services. NGL shall have no obligation to perform such additional services until both parties have agreed upon such charges.

## **7. Adjustment Of Schedule Of Rates.**

(a) Within ninety (90) days of the anniversary of each Term of the Warehouse Agreement NGL shall provide notice to Customer of its proposed rate changes. Such rate changes shall become effective on the applicable anniversary date, *provided, however* that if such proposed rate increase exceeds the Allowable Percent Increase as provided in the Warehouse Agreement, the parties agree in good faith to agree to a new mutually acceptable Schedule of Rates.

(b) Customer acknowledges that NGL has calculated the rates and charges for the Services provided to Customer based on, among other information, projected order volume for Customer Inventory, projected warehouse space required to store Customer Inventory, current and projected cost estimates for rendering the Services and current governmental regulations applicable to NGL's operations (collectively, the "Pricing Assumptions"). Attached to Warehouse Agreement is a copy of the Pricing Assumptions.

NGL is entitled to request in writing re-negotiation of the Schedule of Rates due to any changes in the Pricing Assumptions that require NGL to incur increased expenses to provide the Services contemplated by the Warehouse Agreement, including, but not limited to, changes in Customer requirements, additional services requested by Customer pursuant to Section 6(d) these Standard Terms and Conditions, unforeseen circumstances such as changes to existing law or permit requirements, the enactment of future laws or permit requirements, changes or enactments of Federal or state regulations, import or export fee increases, or increased airline charges. In the event that NGL reasonably determines that there have been changes to the Pricing Assumptions, it will notify Customer in writing of the specific changed circumstance and the consequence of such changes. The rates and charges affected by such change to the Pricing Assumptions will be subject to immediate renegotiations to eliminate or lessen the effect of such changes.

(c) Customer is entitled to request re-negotiation of the Schedule of Rates and other rates and charges in the Warehouse Agreement once every twelve (12) months during the Term or applicable Renewal Period of the Warehouse Agreement and Customer will in such event notify NGL thereof in writing. Such request will be subject to immediate renegotiations in an attempt to agree upon a new Schedule of Rates and other rates and charges.

(d) Price revisions pursuant to Section 7(a) in excess of the Allowable Percent Increase, 7(b) and 7(c) shall be agreed between the parties in writing and such agreement shall state the commencement and validity dates for the new prices. If the parties fail to agree on price

revisions within ninety (90) days after such notification, either party may terminate the Warehouse Agreement upon ninety (90) days prior written notice to the other party.

**8. Duty Of Care And Limitation Of Liability.**

(a) NGL will exercise such care in regards to the Customer's goods as a reasonably careful person would exercise under like circumstances, and is not liable for loss or injury to Customer's goods which could not have been avoided by the exercise of such care.

(b) Customer declares that damages caused as a result of loss or injury to Customer's goods for which NGL is responsible under this Section 8 will be limited to Fifty Cents (\$0.50) per pound. In addition, Customer agrees that such liability shall be limited to Five Hundred Thousand Dollars (\$500) per occurrence. Customer agrees to and does hereby waive all right of subrogation by and on behalf of its insurers for damages exceeding the amounts stated above.

It is the intention of the parties that the above limitations conform to the requirements of Article 7 of the Uniform Commercial Code as adopted in California. If the "per occurrence" limitation is held not to so conform, then the parties agree that a limitation apply to the occurrence that divides the above dollar limitation per occurrence by the total number of pounds of Customer Inventory lost or injured in the occurrence; with the resulting figure being an agreed upon limitation applicable to each such pound of Customer Inventory lost or injured.

**9. Inventory; Shrinkage Allowance.**

(a) A physical inventory of Customer's Inventory at all NGL Warehouses shall be conducted by NGL, at its expense, each year on the anniversary date of the Warehouse Agreement or such other date agreed to by the parties. NGL shall take such additional physical inventories as requested by Customer, at Customer's expense. Representatives of Customer may be present during any such inventory.

If stock differences are found in any count, NGL will list gains as receipts, and losses as deductions, thus correcting the book record to agree with the actual count.

The replacement values provided by Customer under Section 3(c) shall be used to determine a net money balance with gains and losses for the period netted together without regard to commodity group or the individual NGL Warehouse where the goods are stored. If the result is an inventory shortage, a shrinkage allowance of one and one-half percent (1.5%) of the value of the stored goods at the time of the physical inventory will be deducted. NGL shall be liable for the inventory shortage, less the shrinkage allowance, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000). NGL will be liable for loss above such limitation only if it is established that the loss was a result of NGL's failing to exercise reasonable care as required under Section 8(a) above. If such failure is established the limitation provisions of Section 8(b) shall apply.

For purposes of this Section 9(a), lost Customer Inventory shall not include goods shipped in error to a Customer location, or to a location designated by Customer, which cannot be located by either party.

(b) Neither party shall be liable to the other party for any indirect, special, punitive, consequential or incidental damages, including, but not limited to, loss of revenue or profits, business opportunities or customer goodwill in connection with the Warehouse Agreement, whether Customer or NGL as the case may be, knew or should have known of the possibility of such damages occurring.

(c) Upon receipt of written notice from NGL, Customer shall promptly refund to NGL the amount of any payments made by NGL to Customer for lost Customer Inventory pursuant to this Section 9 if such lost parts are found or otherwise accounted for within one hundred and twenty (120) days of the physical inventory. If any lost parts for which NGL has previously remitted payment to Customer are found or otherwise accounted for after such one hundred and twenty (120) day period, NGL shall offer such lost parts to Customer for return of the amount previously paid by NGL with respect to such lost parts. If Customer elects not to accept return of such lost parts, title to such lost parts (excluding software) shall transfer to NGL and it shall have the right to sell for scrap value only (not into Customers market place) or otherwise dispose of such lost parts in any manner it determines appropriate.

**10. Insurance.**

NGL agrees that it will maintain the following insurance coverage and agrees to have Customer named as an additional insured and payee on the Commercial General Liability Insurance Policy. Policies and limits are as follows:

(c) Commercial general liability insurance including premises/operations, broad form property damage, independent contractors, and contractual liability covering NGL'S obligations hereunder for bodily injury and property damage, excluding Customer's Inventory, with a combined single limit of not less than One Million Dollars (\$1,000,000) for each occurrence;

(d) Workers' Compensation insurance in statutory amounts covering NGL and its employees and employer's liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) per accident/disease;

(e) Warehouseman's legal liability insurance with minimum limits of One Million dollars (\$1,000,000.00). This insurance insures only NGL'S legal liability as a warehouseman and is not insurance on the Customer Inventory. Customer is expected to provide all risk insurance on its goods.

(f) Motor cargo insurance in the amount of Fifty Thousand Dollars/One Hundred Thousand Dollars/One Hundred Thousand Dollars (\$50,000/\$100,000/\$100,000), to cover loss or damage to parts while being transported by NGL.

NGL shall provide Customer with properly executed Certificate(s) of Insurance prior to commencement of any operation hereunder and shall notify Customer no less than thirty (30) days in advance of any reduction or cancellation of the above coverage's.

## **11. Force Majeure**

Neither party shall be deemed to be in material breach of the Warehouse Agreement, or otherwise be liable to the other, by reason of any delay in performance or nonperformance of any of its obligations, other than the payment of money, under the Warehouse Agreement, caused by an event or occurrence beyond its control or remedy (a “Force Majeure Event”), including, without limitation, Acts of God, natural disasters, acts of civil or military authority, government priorities, fire, floods, epidemics, quarantine, energy crises, strikes, wars, riots, terrorist acts or accidents, provided storage charges shall continue to accrue during the continuation of the Force Majeure Event. Immediately upon discovery of a Force Majeure Event, the affected party shall immediately notify the other party. The date for performance of any obligation under the Warehouse Agreement which is delayed by a Force Majeure Event, shall be suspended for a period equal to the delay caused by such event, but in no event shall such suspension extend the Term (as hereinafter defined). If such Force Majeure Event results in a delay that continues for a period exceeding seven (7) days or more, the parties shall meet in order to agree upon the best solution under the circumstances. In the event no reasonable solution can be agreed upon, either party may give the other written notice of termination of the Warehouse Agreement, which termination shall be effective thirty (30) days after such notice, unless the Force Majeure Event has been removed or obviated within such thirty (30) day period; provided that any termination of the Warehouse Agreement pursuant to this Section 10 shall not relieve Customer of its obligation to pay any money due to NGL as of the date of such termination.

## **12. Notice Of Claim; Limitation Of Actions**

(a) Should Customer have a claim against NGL with respect to lost or damaged Customer Inventory, such claim must be presented in writing to NGL no later than (60) days after delivery or (60) days after notification by NGL that loss or damage to Customer Inventory has occurred, whichever time is shorter. NGL will make all reasonable attempts to settle claims brought to its attention by Customer within sixty (60) days of its receipt of notice of such claim.

(b) No action may be initiated or maintained by Customer against NGL for loss or damage to Customer Inventory unless: (i) timely written notice of claim has been provided to NGL as provided above in Section 12(a) and (ii) such action is commenced within one (1) year after the date written notice is given to Customer that NGL has disallowed the claim in whole or in part.

## **13. Confidentiality**

Each party agrees that during the Term of the Warehouse Agreement and for a period of two (2) years from the termination of the Warehouse Agreement, such party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written information received from the other party; and (ii) oral or visual information which is accurately summarized in writing and provided to the other party in such written form promptly after such oral or visual disclosure (“Confidential Information”).

Confidential Information shall not include information which belongs to the recipient party or is (i) already known by the recipient party without an obligation of confidentiality other than under the Warehouse Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party; (iii) rightfully received from a third party; (iv) independently developed by the recipient party without use of the other party's Confidential Information; (v) disclosed without similar restrictions to a third party by the party owning Confidential Information; (vi) approved by the other party for disclosure; or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as the party required to disclose the information provides the other party with timely prior notice of such requirement.

Each party may use Confidential Information received from the other party only in connection with the execution of the Warehouse Agreement, and may disseminate such Confidential Information only to its employees having a need for access to such Confidential Information in connection with their employment with such party and with respect to whom such party takes steps, no less rigorous than those it takes to protect its own proprietary information, but in any event not less than reasonable means, to prevent such employees from acting in a manner inconsistent with the terms of the Warehouse Agreement.

The obligations set forth above shall survive the termination of the Warehouse Agreement.

#### **14. Noninterference With Business**

During the of the Warehouse Agreement and for a period of two (2) years immediately following the termination or expiration of the Warehouse Agreement, neither NGL nor Customer shall interfere with the other party in any manner, including, without limitation, soliciting or inducing any employee, independent contractor or agent of the other party to terminate or breach an employment, contractual or other relationship with the other party.

Customer agrees not to use the services of any NGL subcontractor warehouse for a period of one (1) year after the Warehouse Agreement is terminated.

#### **15. Taxes**

Customer agrees to bear sole responsibility for and indemnify and hold NGL and its subsidiaries, directors, officers, employees, agents, representatives and subcontractors (collectively, the "NGL Indemnities") harmless from and against any and all sales, use, personal property, gross receipts, excise, franchise and business taxes, together with any penalties, fines or interest thereon, imposed on such NGL Indemnities by any federal, state or local government or taxing authority with respect to the storage and shipment of Customer Inventory and/or any other Services performed by NGL pursuant to the Warehouse Agreement that, per the taxing entity are the Customers obligations.

**16. Term and Termination**

(a) The Warehouse Agreement shall have an initial Term as specified therein, beginning on the date of the Warehouse Agreement and shall automatically renew for Renewal Periods (as provided therein) thereafter unless either party terminates the Warehouse Agreement in accordance with this Section 16.

(b) NGL may terminate the Warehouse Agreement upon any failure by Customer to pay when due charges billed pursuant to these Standard Terms and Conditions or the Warehouse Agreement, whenever any such failure remains uncured for a period of thirty (30) business days after written notice to Customer of such failure.

(c) Either party may, by giving written notice to the other party, terminate the Warehouse Agreement as of the date specified in such notice, with cause and limited to the commission of a breach of the Warehouse Agreement by the other party (except for a default in payment by Customer, which shall be governed by Section 16(b) above), whenever any such breach is not cured within sixty (60) days after written notice is given to the breaching party.

(d) Either party may terminate the Warehouse Agreement by giving the other party written notice at least sixty (60) days prior to the expiration of the Term or a Renewal Period.

(e) Upon any termination of the Warehouse Agreement, Customer shall instruct and pay NGL, as per the Schedule of Rates in the Warehouse Agreement, for the removal of Customer Inventory from the NGL Warehouses, and pay all outstanding invoices. Any leases obtained exclusively on behalf of the Customer per their request, must be honored for the remaining term and be paid in full by the Customer.

**17. Controlling Law; Disputes**

(a) The Warehouse Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law principles hereunder. It is the intention of the parties that Article 7 of the Uniform Commercial Code, as adopted in California, shall apply to the Warehouse Agreement. The parties agree and intend that all of the terms of the Warehouse Agreement, but particularly the statutory requirements concerning issuing warehouse receipts, the limitation of damages for loss or injury to the stored goods, and the warehouseman's lien provisions, conform to and satisfy the provisions of the statute.

In the event of any dispute or disagreement between the parties relating to the Warehouse Agreement, the parties agree to make diligent and reasonable attempts to resolve all such disputes or disagreements. In the event a resolution is not reached between the parties, the dispute shall be resolved by binding arbitration according to the rules of the American Arbitration Association. Any such arbitration proceedings shall be conducted in Los Angeles, California.

## **18. Indemnification**

(a) Each party (the “Indemnitor”) shall indemnify and hold the other party and any affiliated, controlling or subsidiary entities of such party, and the directors, employees, officers, agents, subcontractors, licensors and suppliers of all of them (in each case, the “Indemnitee”) harmless from and against all liabilities, claims, suits, actions, fines, damages, losses, costs and expenses (including reasonable attorneys’ fees) (“Claims”) arising out of injury to or death of any person, or damage to or loss or destruction of any tangible personal property or improvements to real property (except for lost or damaged Customer Inventory where liability is governed by Section 8 above) at the NGL Warehouses to the extent caused by or resulting from such party’s willful misconduct or negligent acts or omissions or those of its employees or agents. If the Indemnitor and the Indemnitee have, through their negligent acts or omissions, jointly contributed to any of the matters to be indemnified hereunder, the indemnification hereunder shall only be to the extent that the same was not caused by the negligent acts or omissions of the Indemnitee.

(b) Customer shall indemnify and hold NGL harmless from third party claims, including claims by Customer’s customers and/or any other third party, arising out of, or in connection with any product liability claims arising from the Customer Inventory and which are not caused by NGL. NGL shall indemnify and hold Customer harmless from third party claims, including claims by Customer’s customers and/or any other third party, arising out of, or in connection with any product liability claims arising from the Customer Inventory to the extent caused by NGL. NGL shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind that are not within control of NGL. This Section 18(b) is not intended to otherwise limit NGL’s obligations to Customer under the Warehouse Agreement, including, without limitation, Section 7. The Indemnities shall provide the Indemnitor with prompt written notice of any Claim and shall provide defense against or settlement of such Claim.

## **19. Clean Up And Remediation**

If damage occurs to Customer Inventory that is hazardous or dangerous, and/or to Customer Inventory as a result of a Force Majeure, Customer shall be liable for the removal, cleanup and disposal of all such damaged goods, debris and waste, and if the damaged Customer Inventory is hazardous or dangerous Customer is also liable for all related site remediation and restoration. If Customer fails to act in a responsive manner, NGL at its discretion may arrange for such removal, cleanup, disposal, remediation and restoration, and will invoice Customer for the associated cost and expense. Customer shall be liable for paying these invoices in accordance with Section 6 of these Standard Terms and Conditions.

## **20. Miscellaneous**

(a) Assignment. The rights and liabilities set forth in these Standard Terms and Conditions and the Warehouse Agreement shall inure to the benefit of and be binding on, NGL and Customer and their respective successors. NGL may subcontract the performance of Services pursuant to the Warehouse Agreement to one or more third parties, provided that NGL

will be fully responsible for the performance of all Services so subcontracted and for the acts and omissions of such third parties in accordance with the provisions of these Standard Terms and Conditions and the Warehouse Agreement. Customer understands that NGL currently out sources elements of their business to third parties. The Warehouse Agreement cannot be assigned by Customer without the prior written consent of NGL.

(b) Amendments. The Warehouse Agreement cannot be amended or modified except by a written instrument signed by both parties.

(c) Notices. Any notice required or permitted to be given hereunder or under the Warehouse Agreement shall, except where specifically provided otherwise, be given in writing to the Customer at the address listed in the Warehouse Agreement and to NGL at the address listed below by personal delivery, registered or certified mail, return receipt requested, or FedEx Air service. The date upon which such notice is so personally delivered (or if given by registered or certified mail, the date that is three (3) business days from sending, or if by FedEx Air service, the date of receipt) shall be deemed to be the date of such notice, irrespective of the date thereon.

If to NGL, Network Global Logistics, Attn: Legal Dept., 21061 S. Western Ave. 3<sup>rd</sup> Floor, Torrance, CA 90501.

(d) Entire Agreement. These Standard Terms and Conditions and the Warehouse Agreement, including the attached Schedules thereto, constitute the entire agreement of the parties with respect to the subject matter thereof, and each party warrants and represents that it has not relied upon or been influenced by any representation which is not contained within these Standard Terms and Conditions and the Warehouse Agreement and/or the Schedules attached thereto.

(e) Severability. If any provision of these Standard Terms and Conditions and the Warehouse Agreement is found by any court or competent authority to be unlawful, invalid or unenforceable under present or existing law, such provision shall be severed and the remaining provisions of these Standard Terms and Conditions and the Warehouse Agreement shall nonetheless remain lawful, valid and enforceable. The parties agree to replace any such unlawful, invalid or unenforceable provision with a valid provision that most closely approximates the intent and economic effect of the unlawful, invalid or unenforceable provision.

(f) Waiver. No single or partial exercise of any right, power or remedy or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any other right, power or remedy arising under these Standard Terms and Conditions and the Warehouse Agreement or otherwise.

(g) Construction. The language in all parts of these Standard Terms and Conditions and the Warehouse Agreement shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the parties hereto. Without limitation, there shall be no presumption against any party on the ground that such party was responsible for drafting these Standard Terms and Conditions and the Warehouse Agreement or any part thereof.

(h) Conflicts between Documents. In the event of any conflict between these Standard Terms and Conditions and the Warehouse Agreement or its Schedules the Warehouse Agreement and its Schedules shall control.