



WAREHOUSE SERVICES TERMS AND CONDITIONS

1. **DEFINITIONS.** As used herein, the following terms have the meanings set forth below:
 - A. “Affiliate” shall mean and include any corporation or other business entity directly or indirectly controlling, controlled by or under common control with the corporation or other business entity in question.
 - B. “Agreement” shall mean these Warehouse Services Terms and Conditions.
 - C. “Customer” shall mean the party and such party’s Affiliates receiving services pursuant to this Agreement.
 - D. “CWW” shall mean Crane Worldwide Logistics LLC and its Affiliates providing services pursuant to this Agreement.
 - E. “Effective Date” shall mean the date that services are commenced under this Agreement.
 - F. “Facility” means a warehouse facility where Customer’s Goods are stored.
 - G. “Goods” shall mean goods stored hereunder including all pieces which are tendered to, and accepted by, CWW.
 - H. “Party” and “Parties” shall mean individually, Customer or CWW and collectively, Customer and CWW.

2. **AGREEMENT TO TERMS.** By tendering Goods to CWW, Customer agrees to be bound by this Agreement. A Customer’s Affiliate’s engagement of CWW for the provision of services shall be deemed acceptance of the terms and conditions hereof by said Affiliate.

3. **PAYMENT TERMS.** Invoices for the services will be issued monthly. Customer agrees to pay all invoiced amounts within thirty (30) days after receipt of such invoice. In the event that Customer disputes any invoiced amounts in good faith, Customer shall pay all undisputed amounts as described herein, and shall provide to CWW a written summary of the disputed portion and the basis of the dispute, within ten (10) days after receipt of the invoice in question. Customer shall not deduct or offset any amounts from amounts invoiced by CWW for services rendered hereunder. CWW shall be entitled to apply any overpayments by Customer to other amounts due to CWW from Customer, without notice. Although Customer may give CWW alternate payment instructions, Customer will always be primarily responsible for all charges hereunder. Any unpaid and undisputed amounts shall bear interest from the date due at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law. Should CWW, in its sole discretion, find it necessary to employ an attorney to collect amounts due hereunder, CWW shall be entitled to recover all reasonable attorneys’ fees incurred by CWW in connection therewith. All payments and rates will be made in USD, and subject to a currency adjustment factor, unless agreed otherwise. CWW reserves the right to revise any rates for currency fluctuations or changes in market conditions greater than three percent (3%).

4. **CUSTOMER’S RESPONSIBILITIES.**
 - A. Customer warrants that it is the owner or the authorized agent of the owner of the Goods and accepts the terms of this Agreement for itself and/or as agent for, and on behalf of, the owner. Customer is responsible for adequately packaging the Goods so as to ensure safe storage with ordinary care in handling. Proper packaging must accurately protect any articles susceptible to damage as a result of conditions encountered in storage, including changes in temperature. Customer warrants that it is in compliance with all applicable laws, including but not limited to, those regarding dangerous or hazardous materials. By tendering Goods to CWW, Customer certifies to CWW that it has properly classified, described, packaged, marked, and labeled the named articles and such are in proper condition for storage according to applicable laws and regulations.
 - B. Customer shall provide CWW with any handling, packing and storage instructions in connection with any hazardous materials prior to CWW accepting tender of such Goods, including, without limitation, providing the Material Safety Data Sheets (MSDS) for such Goods. Customer hereby agrees to fully indemnify, defend and hold harmless CWW and its directors, officers and employees from and against any and all claims, liabilities, fines, penalties, damages, costs and expenses (including, but not limited to, reasonable attorneys’ fees and court costs) arising out of

CWW's handling, packing or storage of hazardous material Goods on behalf of Customer, where CWW materially complied with the safe handling, packing and storage instructions received by or provided to CWW on behalf of Customer in connection therewith.

5. CWW'S RESPONSIBILITIES.

A. CWW agrees to provide the services hereunder on a non-exclusive basis, in a good and workmanlike manner. CWW represents and warrants that it holds all necessary licenses, permits and/or other authorizations necessary to provide the services described herein, and is duly qualified and authorized to perform its obligations under this Agreement.

B. CWW will comply with all applicable laws and regulations pertaining to the performance of the services, including, but not limited to, the Foreign Corrupt Practices Act. CWW will provide Customer with activity reports and other reports as reasonably requested by Customer from time to time.

C. CWW shall perform the services hereunder as an independent contractor. CWW, its agents and employees shall under no circumstances be deemed to be agents, employees or representatives of Customer. Customer shall have no responsibility for the acts and omissions of CWW's employees and agents and shall not have control and direction of the persons operating equipment, loading or unloading, or otherwise engaged in providing services hereunder. Similarly, in no event shall any person engaged or employed by Customer be considered an employee or agent of CWW. In the event CWW subcontracts any work under this Agreement, at all times CWW shall be solely responsible for the acts of its subcontractors, agents and vendors.

6. COMMINGLING. The Parties agree that Goods covered by differing warehouse receipts may be commingled as commercially necessary.

7. DELIVERY REQUIREMENTS. No Goods shall be released from the Facility except upon receipt by CWW of complete instructions properly authorized and executed by Customer.

8. LIMITATION OF LIABILITY & DECLARED VALUE.

A. **With respect to warehousing services, CWW's liability shall be limited to (i) in the event of loss or damage to Goods, \$.50 per pound, \$50 per occurrence, or the invoice value of the Goods lost or damaged, whichever is less; and (ii) in all other cases, the fees paid for such services during the twelve (12) months prior to the event giving rise to such claim. WITHOUT LIMITING THE FOREGOING, CWW SHALL NOT BE LIABLE IN ANY EVENT FOR: (1) SHRINKAGE OR LOSS OF WEIGHT OF ANY GOODS; (2) LOSS OR DAMAGE TO GOODS RESULTING FROM IMPROPER PACKING, INSUFFICIENT COOPERAGE, BREAKAGE, BOXING, CRATING, WEAR AND TEAR OR INHERENT QUALITIES OF THE GOODS; AND/OR, (3) LOSS OF GOODS BY LEAKAGE OR THROUGH FAILURE TO DETECT SAME, OR (4) CONCEALED DAMAGE TO ANY GOODS.**

B. **With respect to customs brokerage services, including any consulting services, CWW's liability for any damages incurred shall be limited to the total amount of service fees paid by Customer to CWW for the specific services from which the liability arises up to \$1,000 per entry.**

C. **With respect to all Goods tendered for storage, Customer has the option to purchase insurance or declare a higher value for such Goods by paying additional compensation to increase the limits of liability as indicated above. GOODS WILL NOT BE INSURED OR HIGHER VALUE WILL NOT BE DECLARED UNLESS REQUESTED BY CUSTOMER IN WRITING AND CONFIRMED BY CWW IN WRITING. SHOULD THE INSURER OR UNDERWRITER DISPUTE COVERAGE OR LIABILITY FOR ANY REASON, CUSTOMER SHALL HAVE RECOURSE AGAINST THE INSURER OR UNDERWRITER ONLY, AND CWW SHALL NOT BE UNDER ANY RESPONSIBILITY OR LIABILITY IN RELATION THERETO.**

D. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE, LOST PROFITS AND LOST DATA), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE GOODS OR THE SERVICES RENDERED HEREUNDER EVEN IF**

NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

E. The provisions of this Section shall survive termination or expiration of this Agreement.

9. CLAIMS.

A. Any claims for warehousing services by Customer against CWW hereunder relating to loss of or damage to Goods must be presented in writing to CWW no later than the earlier to occur of (a) sixty (60) days after such Goods are tendered for transportation out of the Facility; or (b) sixty (60) days after Customer is notified by CWW that loss of or damage to such Goods has occurred. Such claim must contain sufficient information to identify the Goods as to which the claim is being made, the basis of the claim, and the amount of the claim.

B. All claims for overcharge shall be deemed waived if not presented to CWW within one hundred eighty (180) days of the original invoice date. Notwithstanding the foregoing, if an account is more than sixty (60) days past due, CWW may apply overpayments, or other credits owed to Customer, against the oldest dated invoices.

C. All claims are to be submitted in writing by certified mail to the following physical and/or email address: Crane Worldwide Logistics, LLC, 1500 Rankin Road, Houston, Texas 77073, Attn: Claims Department claims@craneww.com. *Claims for loss or damage will not be fully processed until the applicable warehouse invoice has been paid.*

10. FORCE MAJEURE. Neither Party shall be liable for default in the performance or discharge of any duty or obligation under this Agreement, other than the obligation to pay sums when due, or for loss, damage, delay or demurrage, when caused by acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents, riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond its reasonable control.

11. INSURANCE. During the term of this Agreement, CWW shall maintain the minimum insurance set forth below in full force and effect. Certificates of Insurance evidencing the above policies will be delivered to Customer within fifteen (15) days of written request. Customer will be given ten (10) days' notice prior to the cancellation of any such policy.

- A. Workers' Compensation insurance in such amounts as may be required by law or regulation;
- B. Warehouse Legal liability insurance in amounts not less than \$1,000,000 per occurrence; and
- C. Employer's Liability insurance in amounts not less than \$1,000,000 per accident or bodily injury by accident, \$1,000,000 policy limit by disease, and \$1,000,000 per employee for bodily injury by disease.

12. LIENS. This Agreement is for the storage of Goods for hire, in accordance with the terms hereof. The Parties recognize that advances have been made and liabilities have been incurred in connection with the storage of the Goods. The Parties agree that this Agreement shall be a sufficient warehouse receipt, including a sufficient statement of all those terms as set forth under the commercial code or its equivalent under applicable state law, for the Goods so held at any time, and that its date of issue shall be the date of this Agreement and its consecutive number shall be one. It is further agreed that CWW shall have a general warehouseman's lien, not only for charges, advances and expenses incurred by CWW in connection with the Goods then in its possession, and a lien on any and all property of Customer in CWW's possession, custody or control or en route, but also for all charges, expenses and advances incurred by CWW in relation to its services to Customer. Any Goods to be sold pursuant to a claim of warehouseman's lien shall be deemed to be goods stored by a merchant in the course of his business, and the sale may be by any means set forth in the commercial code or its equivalent under applicable state law. The provisions of this Section shall survive termination or expiration of this Agreement.

13. TERM AND TERMINATION.

A. The term of this Agreement shall commence on the Effective Date and continue until terminated as provided herein (the "Term").

B. Notwithstanding the foregoing, either Party (the “Terminating Party”) may terminate this Agreement at any time during the Term in the event that the other Party (the “Defaulting Party”) has breached the terms of this Agreement or otherwise failed to perform any obligation hereunder, upon written notice to the Defaulting Party, provided that the Terminating Party has previously provided written notice of such breach or failure to the Defaulting Party and such Defaulting Party has failed to cure such breach or remedy such failure within fourteen (14) days (the “Cure Period”) after receipt of such notice. Notwithstanding the foregoing, no Cure Period shall be provided with respect to payment of any sums due hereunder.

C. In addition, either Party may terminate this Agreement without cause nor penalty upon not less than thirty (30) days prior written notice to the other Party.

D. Termination of this Agreement shall not affect the rights and obligations of the Parties accruing prior to such termination, and this Agreement will be deemed to continue in full force and effect with respect to any Goods remaining in the Facility after the date of termination of this Agreement.

14. MUTUAL INDEMNITY. Subject to the limitations of liability in Section 8 hereof, each Party hereto will indemnify, defend and hold harmless the other Party, its directors, officers and employees from any and all liability, loss, damages, claims, liens, costs and expenses (including reasonable attorneys’ fees and court costs), arising from third party bodily injury or death and damage to third party property to the extent caused by the negligent acts or omissions of the indemnifying Party, its directors, officers and employees in the performance of its obligations under this Agreement. The indemnified Party will give reasonable notice to the indemnifying Party of any claim, action or proceeding, in respect of which indemnity may be sought hereunder. An indemnified Party may participate, at its own expense, in the defense of any such action.

15. CONFIDENTIALITY. CWW and Customer each hereby agree not to use or disclose to any third party the confidential and proprietary information of the other Party, and CWW and Customer each agree not to intentionally disclose, directly or indirectly, any such information, and shall cause such information to be kept confidential and not used in any way detrimental to the other; provided, however, that (i) either Party may use or disclose any such information which has been publicly disclosed (other than directly or indirectly by such Party after the date hereof), (ii) to the extent that such Party may become legally compelled to disclose any of such information, such Party may disclose such information if such Party has used its best efforts, and shall have afforded the other Party the opportunity, to obtain any appropriate protective order, or other satisfactory assurance of confidential treatment, for the information to be so disclosed, (iii) such Party may disclose any such information to such Party’s agents and experts who agree to be bound by this confidentiality provision, and (iv) such Party may disclose such confidential information as may be necessary for such Party to prosecute or defend any claims or disputes related to or arising out of this Agreement.

16. MISCELLANEOUS

A. NOTICE. Any written notices issued by one Party to another Party pursuant to this Agreement shall be sent by (a) courier or (b) certified mail (return receipt requested), to the other Party. In the case of CWW, a copy of such notice shall be sent to *legal@craneww.com*.

B. ASSIGNMENT. Neither Party may assign this Agreement or the rights and obligations set forth herein, without the other Party’s prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CWW may subcontract the services or any portion thereof to a third party in its ordinary course of business.

C. ATTORNEYS’ FEES. In the event of any controversy, claim or dispute between the Parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys’ fees, expenses and costs.

D. GOVERNING LAW. Except where superseded by applicable federal or international law or treaty, this Agreement and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the federal laws of the United States, where applicable, and otherwise by the laws of the State of Texas, excluding its conflicts of laws provisions, and in the event of a dispute arising under or with respect to this Agreement, the Parties hereby submit to exclusive jurisdiction in the federal or state courts located in Harris County, Texas, and agree that venue is proper and convenient in such forum.

E. WAIVER. The failure of either Party to enforce any of the rights given to it under this Agreement shall not be construed as a waiver of the right of such Party to exercise any such right as to any subsequent violations hereof.

- F. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect.
- G. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters set forth herein.
- H. AMENDMENT. Any change, addition, deletion or other modification to this Agreement shall be null and void unless in writing and signed by both Parties hereto.