XPERTS GROUP CO.

TERMS AND CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between Xperts Group Co., Cold Chain Solutions, Drayage Xperts LLC, Cartage Xperts, and/or other companies or subsidiaries that form the Xperts Group family of companies (together, "XPERTS" as defined below) and the "Customer."

These Terms and Conditions of Service are subject to change by XPERTS from time to time upon posting on XPERTS's website. The most current and controlling version of the Terms and Conditions of Service are published at www.xpertsgroupco.com.

In tendering cargo to XPERTS or otherwise engaging the services of XPERTS in any other fashion, the "Customer" agrees that these Terms and Conditions of Service apply to any services provided by XPERTS, including but not limited to any transportation or storage of cargo, and supersede any alleged or asserted oral agreement, promise, representation, or understanding between the "Parties."

1. Definitions
    a. "XPERTS", "Warehouse Company," or "Company," refers to Cold Chain Solutions, Cartage Xperts 1 LLC, Drayage Xperts LLC, Xperts Group Co., and/or other companies or subsidiaries that form the Xperts Group family of companies, its executives, subsidiaries, related companies, agents, , and representatives.
    b. "Customer" shall mean the person or company for which XPERTS is rendering service, as well as its principals, agents, and/or representatives, including but not limited to, shippers, importers, exporters, carriers, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, manufacturers, distributors, senders, consignors, transferors, transferees of the shipment, etc. It is the responsibility of the Customer to provide notice and copy(s) of these Terms and Conditions of Service to all such agents or representatives.
    c. "Cold Chain Solutions" shall mean Cold Chain Solution, which provides warehousing and related services.
    d. "Cartage Xperts" shall mean Cartage Xperts 1, LLC, which provides transportation via truck.
    e. "Drayage Xperts" shall mean Drayage Xperts, LLC.
    f. "Parties" shall mean XPERTS and Customer, as defined herein.
    g. "Goods" or "Cargo" means the merchandise, cargo, or freight tendered by the Customer for storage, transportation, handling or other services provided by XPERTS.
    h. "Warehouse" means any warehouse facility of XPERTS whether owned, rented, or otherwise made available to XPERTS, including but not limited to any yard area.
2. Acceptance
    a. The incorporation of these Terms and Conditions of Service into any agreement between Customer and XPERTS, or the act of tendering Goods described herein for storage or other services by XPERTS, shall constitute acceptance by Customer of the terms and conditions set forth herein. Any Goods accepted by XPERTS shall constitute Goods under these Warehouse Terms and Conditions.
    b. XPERTS may refuse to accept any Goods tendered for storage. If XPERTS accepts such Goods, the Customer agrees to rates and charges as may be assigned and invoiced by XPERTS and to all terms of these Terms and Conditions of Service.

c. Subject to these Terms and Conditions of Service, the Customer appoints and grants XPERTS a non-exclusive license to provide the act of tendering Goods described herein for storage or other services by XPERTS. Such license is granted immediately upon tendering Goods to XPERTS.
d. In agreeing and accepting these Terms and Conditions, the Customer acts for itself and also any other party bearing any interest whatsoever in the Cargo, and Customer warrants it has the authority to bind all such parties to these Terms and Conditions.

3. Exclusivity
   a. To the extent Customer relies on XPERTS's pricing and/or services to obtain business (such as submitting the winning bid in a "RFQ" or Request For Quote) and/or includes a description of those services in a winning quotation, Customer agrees that it will exclusively use the services of XPERTS for any services relied upon or described in the quotation or RFQ response. XPERTS information cannot be used to win business and have it not awarded first rights of refusal to XPERTS. If Customer breaches this provision, XPERTS may notify the underlying supplier of the breach and seek injunctive relief. Further as liquidated damages, Customer agrees to pay XPERTS the full amount that XPERTS quoted to Customer in relation to that business.
4. Terms and Conditions Applicable to all XPERTS companies
   a. It is the Customer's responsibility to inform XPERTS of any special handling solutions. Absent written instructions from Customer, XPERTS is under no obligation to perform any specific handling, transportation, or storage services.
   b. Customer must notify XPERTS if any Goods tendered to XPERTS are hazardous or present a special safety risk of fire or explosion.
   c. Customer must not tender any radioactive material to XPERTS.
   d. Customer must notify XPERTS in writing of any specific storage requirements. In the absence of written instructions regarding specific storage requirements, XPERTS shall place Goods with the general stock in the Warehouse.
   e. XPERTS relies on the accuracy and completeness of the information provided to it by Customer. Customer shall provide XPERTS with information concerning the Goods which is accurate, complete, and sufficient to allow XPERTS to comply with all laws and regulations concerning the storage, handling, and transportation of the Goods. Customer will indemnify and hold XPERTS harmless from all loss, cost, penalty, fine, and expense, including reasonable attorney's fees, that XPERTS pays or incurs as a result of Customer failing to fully discharge this obligation.
   f. At a minimum, Customer must provide information such that XPERTS can determine the name and pharmaceutical form of the medicinal product, quantity supplied, name and address of the supplier, name and address of the consignee, and applicable transportation and storage conditions. This subsection does not limit Customer's notification obligations discussed in any other subsection.
   g. Customer warrants that all information on outward-facing packaging of Goods tendered to XPERTS is accurate and complete.
   h. If Customer is not a freight forwarder but uses a third party, including but not limited to a freight forwarder and/or distributor, Customer agrees that XPERTS may take instruction from the third party with respect to the Goods, including but not limited to handling and/or transportation instructions, and Customer warrants that the information supplied by the freight forwarder or distributor is accurate and complete.

i. It is understood by Customer that XPERTS is not the supplier, manufacturer, or wholesale distributor of medicinal products.
j. XPERTS does not effect the import or export of Cargo from third countries except Canada. The Customer is responsible for any and all regulations related to the importation or exportation of Goods.
k. XPERTS does not receive complaints related to the quality of medicinal products, handle returned medicinal product, perform product recalls, nor have the knowledge or expertise to evaluate products to determine if they are falsified. Customer shall not rely on XPERTS for any of those services.
l. XPERTS shall not determine whether or not specific Goods shall be segregated. Customer is responsible for informing XPERTS in writing if Goods tendered to XPERTS must be segregated from other Goods.
m. XPERTS shall not tender Goods to any transporting agent without written instruction by the Customer.
n. XPERTS does not select containers for the Goods but may suggest packaging for the container based on the storage and transportation requirements, space required, anticipated external temperature extremes, estimated maximum time for transportation, qualification status of packaging, and validating status of the containers, based entirely on the written specifications supplied by Customer to XPERTS. XPERTS shall not be liable for any deficiency in packaging based on an error or omission of the written instructions provided by Customer to XPERTS.
o. XPERTS shall not determine what labels are provided. If new labels are required, all information must be provided by Customer. XPERTS shall only print new labels at the written instruction of Customer.
p. XPERTS is not responsible for any loss or damage to Goods occurring or stemming from an incident while in the possession of a carrier or warehouse other than Cold Chain Solutions or Cartage Xperts.
q. Customer warrants the description and marks, numbers, quantities, and weight of the Cargo are accurately and completed disclosed and that the Cargo complies with regulations of relevant public authorities. Customer warrants the Cargo is suitably packed for transport and/or storage and is free of non-disclosed hazardous materials. Customer warrants the Cargo has no latent weight imbalance or other latent irregularity or attribute except as noted by Customer to XPERTS in writing and in advance of the transportation or storage. Customer shall hold XPERTS harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to properly package, mark and/or address cargo or to notify XPERTS of any preexisting damage or impairment of the property.
r. Customer has the exclusive obligation to ensure, and hereby warrants, that the Cargo and Customer are compliant with all relevant authorities and are legally eligible for transportation and/or storage in all respects under all relevant government laws and regulations.
s. Without obligation to do so, XPERTS shall have unrestricted liberty to inspect the packaging and contents of the Cargo.
t. Customer Liability for Equipment: Customer shall assume full responsibility for and shall indemnify XPERTS against any loss of or damage to XPERTS's equipment while in the possession or control of Customer or while transporting or storing Customer's Goods to

the extent attributable to a defect or vice of the Cargo, or to the extent caused by Customer's negligence.

5. Terms and Conditions Specific to Cold Chain Solutions
    a. Any visitor to Cold Chain Solutions ("CCS") must be accompanied by an authorized XPERTS employee.
    b. As CCS is not the supplier, manufacturer, or wholesale distributor, CCS cannot ensure medicinal products or Goods are only supplied to authorized authorities. Further, CCS does not have the ability to conduct checks and/or periodic rechecks. CCS cannot authorize batches of medicinal products for sale.
    c. CCS shall not destroy any medicinal products but may release Goods to the proper transport authority who shall be responsible for disposal and/or destruction.
    d. CCS will only pick products requested by the Customer in writing.
    e. CCS is responsible for Goods only while the Goods are in the Warehouse. CCS is not responsible nor liable for any damage, loss, or claims arising during the transportation of the Goods.
    f. If the Goods are not picked up and transported by Cartage Xperts and/or Drayage Xperts to CCS, CCS will verify with the transporting agent that the equipment is set to the proper temperature range as indicated by the Customer. If the temperature range is not within the range indicated by Customer, CCS shall inform Customer but shall not be liable for any damage or loss to Goods while in the possession of CCS.
    g. If the Goods are not picked up and transported by Cartage Xperts, CCS shall perform a visual inspection to verify that vehicles and equipment used to distribute, store, or handle the Goods by the transporting agent are suitable for their use and appropriately equipped to prevent exposure of the Goods to conditions that could affect their quality and packaging integrity. If the vehicles and/or equipment is not suitable, CCS shall inform Customer, but shall not be liable for any damage or loss to the Goods while in the possession of CCS. CCS is only able to determine readily apparent suitability. If there is a defect in the vehicles or equipment used by a transportation agent that is not readily apparent to CCS, CCS has no obligations under this sub-provision and shall not be liable for any damage or loss to the Goods transported by that transportation agent.
    h. Except where the Customer has specifically and in writing requested that the Goods be stored by CCS in its cold storage, and CCS has agreed, in writing, to such storage, CCS may store the Goods anywhere on CCS's premises.
    i. Shipping:
        i. Customer shall not identify CCS as the consignee for any Goods under any bill of lading, waybill, air waybill, or other contract of carriage. If, in violation of these Terms and Conditions, Goods are shipped to CCS as named consignee, Customer agrees to notify the carrier in writing prior to the shipment, with copy to CCS, that CCS named as consignee is a warehouseman and has no beneficial title or interest in such Goods. Furthermore, CCS shall have the right to refuse such Goods and will not be held liable for any loss, mis-consignment, injury, or damage of any nature to, or related to, such goods. Whether CCS accepts or refuses Goods shipped in violation of this provision, Customer agrees to indemnify and hold CCS harmless for all claims for unpaid transportation charges, including undercharges, demurrage, detention, or charges of any nature, in connection with these Goods.

ii. Customer shall not list any CCS address as a return address or e-commerce store.
iii. Unless agreed to in advance by Cold Chain Solutions in writing, CCS is not responsible for any shipping charges or ancillary charges in connection with the transportation of Customer's Goods, and any Incoterms or relevant contractual terms must not indicate that CCS is responsible for such payment. No Customer may bill shipping or ancillary charges to CCS. If CCS receives an invoice indicating that Customer billed transportation costs of the Goods to CCS in violation of this provision, Customer will incur an administrative fee of $50.00 for CCS to correct the invoice.

j. Transfer, Termination of Storage, Removal of Goods
i. XPERTS reserves the right to move, at its own expense, any Goods in storage within a Warehouse to any other Warehouse (as defined in section 1, above).
ii. CCS may, upon written notice to the Customer and any other person known by CCS to claim an interest in the Goods, require the removal of any Goods. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, which shall be at least 30 days, CCS may sell the Goods or tender the Goods to a proper transit authority who shall be responsible for disposal and/or destruction.
iii. If Goods are tendered to the Warehouse without identifying documentation such that CCS cannot determine the Customer or the contact information of the Customer, then CCS will consider the Goods abandoned and title to the Goods shall pass immediately to CCS. CCS may then tender the Goods to an appropriate authority to dispose of such Goods. If Customer later identifies itself to CCS, Customer shall have no claim in connection with the Goods or any proceeds derived from their sale.
iv. If CCS in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of CCS's then current and otherwise outstanding warehouse or other charges before the end of the next succeeding storage month, CCS may specify in the notification any reasonable shorter time for removal of the Goods and if the Goods are not removed, may tender the Goods to an appropriate authority to dispose of such Goods.
v. If, as a result of a quality or condition of the Goods of which CCS had no notice at the time of deposit or if the Goods have deteriorated, and the Goods are a hazard to other property or to the Warehouse or to any persons in CCS's sole opinion, CCS may tender the Goods to an appropriate authority to dispose of such Goods. CCS shall incur no liability by reason of such removal of the Goods.

6. Terms and Conditions Specific to Cartage Xperts
a. Customer must provide Cartage Xperts with a bill of lading bearing all information necessary to arrange for the pickup of the Cargo. Further, Customer is responsible for providing a pickup and/or delivery order to Cartage Xperts.
b. Cartage Xperts is responsible only for validating the pieces, weight, and delivery location stated on the bill of lading provided by Customer.
c. The Customer is responsible for ensuring that the product being transported by Cartage Xperts matches the product described on the bill of lading or other documentation.

Cartage Xperts' acceptance of Cargo is a receipt only for the external condition of the Cargo.

d. Cartage Xperts does not store or warehouse Goods and is not liable nor responsible for Goods while in the possession of CCS.
e. If Goods are rejected by the receiver, for whatever reason, Cartage Xperts shall immediately transport the Goods back to the shipper or consignee as advised by the Customer. If the Customer does not provide reasonable instructions, Cartage Xperts shall be entitled to store and unload the Cargo at the sole risk and cost of Customer and Cartage Xperts' liability shall cease upon Cartage Xperts' tender/delivery of the Cargo to the designated delivery location or substitute location. Customer shall in such instance indemnify Cartage Xperts of all costs of storage and unloading.
f. Cartage Xperts is a "no touch" carrier. Cartage Xperts does not label or package pharmaceutical products.
g. Cartage Xperts relies on the designated temperature range, required storage and transportation conditions, and delivers to the destination provided by Customer in writing. Cartage Xperts is not liable for any damage or loss that occurs due to error or omissions on documentation provided by Customer.
h. For emergency deliveries outside normal business hours, the delivery will be made as per the written instructions from the Customer via email or as noted on the bill of lading, or as communicated in a phone call with the consignee. Neither Cartage Xperts nor XPERTS is liable for any loss or damage due to errors or omissions on the written instructions or bill of lading or for any instructions given orally including but not limited to via telephone rather than in writing before delivery.
i. Cartage Xperts does not accept responsibility for replacing or otherwise handling cool-packs.
j. Customer warrants that it shall either declare the Cargo's actual value for carriage liability or shall arrange for independent insurance coverage for the Cargo's actual value under insuring terms naming Cartage Xperts as an additional insured and policy beneficiary.
k. Cartage Xperts Liability:
    i. Unless Client declares a higher value for liability, any liability of Cartage Xperts for loss or damage to Cargo while in the possession of Cartage Xperts shall be limited to $0.50/lbs up to a maximum of $50.00 per total shipment (load).
    ii. In any and all events, nothing in this document shall constitute a surrender of any liability immunity or limitation inuring to Cartage Xperts' benefit under any applicable law, even if resulting in a liability of Cartage Xperts less than the otherwise applicable maximum contractual liability hereunder.
    iii. For purposes of Cartage Xperts' liability, where it cannot be ascertained at what stage of carriage the loss or damage occurred, it shall be presumed to have occurred during periods of bailment, where and to the fullest extent permissible under applicable law, so that any liability of Cartage Xperts shall be subject to affirmative proof of negligence.
    iv. Customer may avoid the liability limitation hereunder by unequivocally declaring the value of the Cargo for liability purposes to Cartage Xperts in writing prior to the transportation and paying Cartage Xperts an ad valorem freight rate. Such declared value shall only be binding upon Cartage Xperts to the extent also memorialized or indicated within any accepted quotation

extended by Carrier. Cartage Xperts' knowledge of the value of the Cargo and/or Customer's declaration of the value of the Cargo to Cartage Xperts in the regular course of business or for any other purpose shall not constitute a declared value of the Cargo to Cartage Xperts for liability purposes.

v. In no event shall Cartage Xperts' aggregate liability exceed the actual value of any loss or damage or the replacement value of the Cargo adversely affected, whichever is lower.

vi. Cartage Xperts does not guarantee delivery of the Cargo at destination at any particular time or to meet any particular market or use. Cartage Xperts shall have no liability for any direct or consequential damages arising from delay or failure to notify Client as to the actual arrival and/or delivery date of the Cargo. In the event Cartage Xperts is nevertheless for any reason found liable for delay, Cartage Xperts' liability shall in all circumstances be limited pursuant to this section.

vii. Notwithstanding anything to the contrary, Cartage Xperts shall have no liability for loss, damage, delay, or failure arising from or attributable to (a) circumstances of inherent defect, quality or vice of the Cargo; (b) defective or insufficient packing, lashing, or crating not performed by Cartage Xperts and not reasonably fit to withstand the ordinary rigors of the contemplated transportation; (c) insufficiency or inadequacy of marks on or description of the Cargo; (d) any act or omission of Customer, its agent or representative; (e) legal restrictions and/or actions or inactions of public authorities including but not limited to any hours-of-service restrictions and/or any delay or refusal of public authority to grant requisite permit, escort, and/or inspection; (f) any force majeure event; (g) latent defects or Cargo attributes not discoverable by reasonable diligence of Cartage Xperts; (h) the shipment of any explosive or dangerous goods without full written disclosure to Cartage Xperts of their nature. Customer shall defend and indemnify Cartage Xperts of any advances, claims, costs, expenses, charges, and/or liability incurred by Cartage Xperts as a result of any of the scenarios described in this subsection.

viii. Except to the extent of any liability arising from the willful misconduct of Cartage Xperts, Customer shall defend and indemnify Cartage Xperts of any liability to any third party(ies), however arising, to the extent exceeding the liability assumed by Cartage Xperts under these Terms and Conditions.

l. Method and Route of Transportation: Without notice to Customer, Cartage Xperts has liberty and discretion to consolidate the Cargo with other cargoes or substitute the method, means, route, mode, and procedure to accomplish the transportation, unless Customer has notified Cartage Xperts in writing that the Cargo cannot be consolidated with other cargo or that the Cargo requires specific methods, means, routes, modes or procedures to accomplish the transportation.

m. Cartage Xperts' responsibilities terminate at time of delivery. The Cargo shall be deemed delivered when upon arrival at destination in accordance with the accepted quotation extended by Cartage Xperts, or when the Cargo has been delivered to any authority or other party to which, pursuant to the law or regulation applicable at the time of delivery, the Cargo must be delivered or surrendered, or such other place at which Cartage Xperts is entitled to call upon Customer or consignee to take delivery. Cartage Xperts has no obligation for loading and/or unloading the Cargo unless specifically

provided in the accepted quotation. If Cartage Xperts undertakes to unload the Cargo because of failure or neglect on the part of Customer, Customer shall indemnify Cartage Xperts of any and all advances, claims, costs, expenses, charges, and/or liabilities incurred by Cartage Xperts as a result.

7. Charges as pertains to Storage within Cold Chain Solutions
    a. Unless otherwise agreed to in writing, all storage charges are billed on a per pallet basis, per month. If Goods are not palletized, then unless otherwise agreed to in writing, all storage charges are per package, per month.
    b. Storage charges commence on the date that Cold Chain Solutions accepts care, custody, and control of the Goods at its Warehouse, regardless of the unloading date or date of issue of a warehouse receipt.
    c. Except as provided in subparagraph (d) of this section, a full month's storage charge will apply on all goods received between the 1st and the 15th, inclusive, of a calendar month. One-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the last day of storage for the initial month and thereafter on the first day of each recurring month.
    d. When mutually agreed by Cold Chain Solutions and the Customer, 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. All invoiced storage charges issued will be for all service transactions and storage charges of the previous month. Amounts not paid by the 45th day past due date shall incur interest at the rate of 2.5% per month or the maximum rate permitted by law, whichever is less.
    f. Fees may be adjusted based on agreed tariff.
    g. A charge in addition to regular rates will be made for merchandise in bond and/or any special services.
    h. A charge will be added for bonded cost.
    i. All service, handling, and other services may be subject to minimum charges.
8. Lien
    a. XPERTS claims a lien for all lawful charges for storage and preservation of the Goods and/or equipment; also, for money advanced, interest, insurance, transportation, labor, forwarding, weighing coopering, and other charges and expenses in relation to such Goods. XPERTS also claims a lien under maritime law, if applicable, the bill of lading, if issued, and any applicable XPERTS terms and conditions of service. XPERTS reserves the right to exercise its lien rights under the terms of any applicable law and/or agreement between the Customer and XPERTS.
    b. CCS further claims a general warehouse lien for all such charges, advances, and expenses with respect to any other Goods stored by the Customer in any other Warehouse (as defined in section 1, above).
    c. In order to protect its lien, XPERTS reserves the right to require advance payment of all charges prior to shipment of Goods.
    d. Customer agrees to execute any and all documents reasonably requested by XPERTS for the perfection of such security interest lien and will not grant any lien to any third party

on any Goods without the prior written consent of XPERTS, which will not be unreasonably withheld.

9. Insurance
    a. THE GOODS COVERED BY THESE TERMS AND CONDITIONS HAVE NOT BEEN INSURED BY XPERTS FOR THE BENEFIT OF THE CUSTOMER AGAINST FIRE OR ANY OTHER CASUALTY. PROCUREMENT OF SUCH INSURANCE IS THE SOLE RESPONSIBILITY OF THE CUSTOMER, AT THE CUSTOMER'S SOLE DISCRETION AND EXPENSE.
    b. GOODS ARE NOT INSURED BY XPERTS AND THE STORAGE RATES DO NOT INCLUDE INSURANCE ON THE GOODS UNLESS XPERTS HAS AGREED, IN WRITING, TO OBTAIN SUCH INSURANCE FOR THE BENEFIT OF CUSTOMER.
    c. Customer may purchase its own insurance to cover loss or damage.
10. Bonded Storage
    a. A charge in addition to regular rates will be made for merchandise in bond.
    b. XPERTS is not obligated to store the Goods in its bonded area unless the Customer has requested such storage, in writing before the Goods are presented at XPERTS's premises, and the Customer has agreed, in writing, to pay XPERTS for storing the Goods in its bonded area.
11. LIABILITY AND LIMITATION OF DAMAGES
    a. ANY DAMAGES OR LOSS CAUSED WHILE GOODS ARE BEING TRANSPORTED BY CARTAGE XPERTS OR ARE IN THE POSSESSION OF CARTAGE XPERTS ARE LIMITED AS PER SECTION 6(k), ABOVE.
    b. XPERTS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED, OR HANDLED BY XPERTS, HOWEVER CAUSED, UNLESS SUCH LOSS OR DAMAGE RESULTED FROM XPERTS's NEGLIGENT ACTS. XPERTS IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS XPERTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, JUDGMENTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INLCUDING LOSSES FOR PERSONAL INJURY OR DAMAGE TO OR LOSS OF PROPERTY, EXCEPT TO THE EXTENT CAUSED DIRECTLY BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF XPERTS.
    c. EXCEPT TO THE EXTENT CONFIRMED BY XPERTS IN WRITING, GOODS ARE NOT INSURED BY XPERTS AGAINST LOSS OR DAMAGE, HOWEVER CAUSED (See Section 9, above). INSURANCE MAY BE AVAILABLE UPON REQUEST.
    d. IN THE EVENT THAT XPERTS IS LIABLE FOR DAMAGES, OTHER THAN WHILE IN THE POSSESSION OF CARTAGE XPERTS, THE CUSTOMER DECLARES THAT AGGREGATE DAMAGES ARE LIMITED TO THE LESSER OF $0.50 PER POUND NOT TO EXCEED $50,000 FOR ALL SERVICES PROVIDED OR ARRANGED, $100 PER PALLET, OR THE COST TO REPLACE OR REPAIR ANY DAMAGED GOODS, PROVIDED, HOWEVER, THAT SUCH LIABILITY MAY AT THE TIME OF ACCEPTANCE OF THIS CONTRACT BE INCREASED UPON CUSTOMER'S WRITTEN REQUEST (AND XPERTS's ACCEPTANCE) ON PART OR ALL OF THE GOODS HEREUNDER IN WHICH EVENT AN ADDITIONAL MONTHLY CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION.
    e. XPERTS IS NOT LIABLE FOR ANY NON-VISIBLE OR CONCEALED DAMAGES. ANY DAMAGES REPORTED AT THE POINT OF CARGO RECEIPT AT THE COLD CHAIN SOLUTIONS WAREHOUSE ARE EXCLUDED FROM ANY COLD CHAIN SOLUTIONS LIABILITIES.
    f. WHERE LOSS OR DAMAGE OCCURS TO TENDERED, STORED, OR HANDLED GOODS, FOR WHICH XPERTS IS NOT LIABLE, THE CUSTOMER SHALL BE REPONSIBLE FOR THE COST OF

REMOVING AND DISPOSING OF SUCH GOODS AND THE COST OF ANY ENVIRONMENTAL CLEAN-UP AND SITE REMEDIATION RESULTING FROM THE LOSS OR INJURY TO THE GOODS.

g. NEITHER XPERTS NOR THE CUSTOMER SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS, LOSS OF MERCHANTABILITY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND, EVEN IF SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OF OR ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

h. ALL RISK OF LOSS AND DAMAGE TO GOODS FROM ANY CAUSE PRIOR TO RECEIPT BY XPERTS, AND AFTER THE REMOVAL FROM XPERTS's POSSESSION SHALL BE BORNE ENTIRELY BY THE CUSTOMER.

12. Notice of Claim and Filing of Suit

a. Claims by the Customer against XPERTS for any loss or damage to Goods must be presented in writing to XPERTS within a reasonable time, and in no event any later than 14 days after the lesser of delivery of the Goods by XPERTS or notification by XPERTS that loss or damage has occurred.

b. No lawsuit or other action may be maintained by the Customer against XPERTS for loss or damage to the Goods unless timely written claim has been given as provided in paragraph (a) of this section and unless such lawsuit or other action is commenced by no later than the earlier of (i) nine months after date of delivery by XPERTS or (ii) nine months after Customer is notified that loss or damage to part of all of the Goods has occurred.

c. When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to Customer. Time limitations for presentation of claims in writing and maintaining of action after notice begins on the date of mailing of such notice by XPERTS.

d. Any and all claims against XPERTS unrelated to Goods must be filed and properly served on XPERTS within 6 months. It is XPERTS's goal to promptly resolve any disputes, and both XPERTS and Customer understand that prompt notification is necessary so that efforts at resolution can be undertaken.

13. Liability for Mis-Shipment

If XPERTS negligently mis-ships Goods, XPERTS shall pay the reasonable transportation charges incurred to return the mis-shipped Goods to the Warehouse. If the consignee fails to return the Goods, XPERTS's maximum liability shall be for the lost or damaged Goods, and XPERTS shall have no liability for damages due to consignee's acceptance or use of the Goods, whether such Goods are those of the Customer or another. XPERTS's liability under this section 13 shall not exceed $1000 or the offer of settlement from the insurer, whichever is less.

14. Mysterious Disappearance

XPERTS shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods unless the Customer establishes that such loss occurred because of XPERTS's failure to exercise reasonable care, in which case, damages are limited as per section 11, above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by the Customer of conversion must be established by affirmative evidence that XPERTS converted the Goods to XPERTS's own use.

15. Right to Store Goods

The Customer represents and warrants that the Customer is lawfully possessed of the Goods and has the right and authority to store them and tender them to XPERTS. The Customer agrees to indemnify and hold harmless XPERTS from all loss, cost, and expense, including reasonable attorney's fees, that XPERTS pays or incurs as a result of any dispute or litigation, whether instituted by XPERTS or others, respecting Customer's right, title, or interest in the Goods.

16. No Company Responsibility for Governmental Requirements Pertaining to Shipment or Goods
    XPERTS is responsible only for any government certifications or licenses required to conduct the services provided. It is the responsibility of the Customer to know and comply with any and all export licensing or permitting requirements of government agencies, including adhering to any and all regulations and directives of Federal, state, and/or local agencies pertaining to the merchandise, shipment or transportation, and/or parties to the shipment. XPERTS shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment or parties involved in the shipment or the Goods because of the failure of Customer to comply with the law or the requirements or regulations of any governmental agency.
17. Severability, Waiver, Entire Agreement, Amendment, and Headings
    a. In the event any of the terms of these Terms and Conditions are determined to be invalid or unenforceable by any court of competent jurisdiction, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights, and obligations of XPERTS and Customer shall survive termination of these Terms and Conditions.
    b. XPERTS's failure to enforce a breach or waiver of any provision or term shall not be deemed to constitute a waiver of any subsequent failure or breach and shall not affect or limit the right of XPERTS to thereafter enforce such a term or provision. No waiver of any right, power, or privilege shall be binding upon either XPERTS or Customer unless in writing and signed by or on behalf of the party against which the waiver is asserted.
    c. The provisions of these Terms and Conditions shall be binding upon the Customer's heirs, executors, successors, and assigns. Except as otherwise provided herein, the rights and obligations of Customer are personal and not assignable, either voluntarily or by operation of law, without the prior written consent of XPERTS, which consent shall not be unreasonably withheld.
    d. These Terms and Conditions constitute the entire understanding of the Customer and XPERTS and supersede all verbal or written prior agreements, arrangements and understandings related to the Goods, except as provided for in these Terms and Conditions. These Terms and Conditions are subject to change by XPERTS from time to time upon posting on XPERTS's website. The most current and controlling version of these Terms and Conditions are published at www.xpertsgroupco.com.
    e. The headings set forth in these Terms and Conditions are for convenience only and shall not be considered a part of this Agreement nor affect in any way the meaning of the terms and provisions.
18. Warranties
    Except as specifically set forth herein, XPERTS makes no express or implied warranties in connection with its services.
19. Legal Restraint or Force Majeure
    In the event that either XPERTS or Customer is prevented from performing its obligations under these Terms and Conditions because of an occurrence beyond its

control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, epidemic, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. The party that is prevented from performing its obligations must take reasonable measures to remove or mitigate the effects of the applicable cause. The performance of all obligations required herein shall be suspended during the continuance of such interruption, and the party that is prevented from performing its obligations shall promptly notify the other of such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, any affected performance by such party shall be resumed. No liability shall be incurred by either party for damages resulting from such suspension. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events. In the event an Act of God destroys or damages Goods while in the possession of XPERTS, XPERTS is not liable for such loss or damage. The Parties agree that XPERTS has not and will not commit negligent acts with respect to the construction or security of the Warehouse against acts of God or any other force majeure events.

20. Compliance with Laws and Regulations

    The Parties shall at all times comply with all applicable federal, state, municipal, and provincial laws, rules, and regulations, including, but not limited to, the federal and state safety regulations. To the extent these Terms and Conditions or any services provided hereunder shall violate such laws, rules, and regulations, these Terms and Conditions and the services provided hereunder shall be modified to comply with such laws, rules, and regulations, and the parties shall not suffer any liability or penalty for compliance with such laws, rules, and regulations.

21. Payment

    All invoices to Customer are due based on the credit terms agreed upon. Payment is otherwise due within 30 days of the invoice date, unless charges are past due, in which case, payment is due immediately. Late charges may apply.

22. Intellectual Property Rights

    Customer grants to XPERTS a limited, royalty free, non-exclusive right and license to all content and all other information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code and other materials provided to XPERTS by or on behalf of Customer hereunder, but only as necessary to perform services under these Terms and Conditions unless specified differently in a MNDA.

23. Governing Law and Jurisdiction

    These Warehouse Terms and Conditions and the legal relationship between the Customer and XPERTS shall be governed by, construed and interpreted under the laws of the State of Illinois, notwithstanding its conflict of laws rules. Any lawsuit or other action involving any dispute, claim, or controversy relating in any way to these Terms and Conditions shall be brought only in the courts of Illinois.