

GENERAL TERMS AND CONDITIONS FOR WAREHOUSE AND OTHER LOGISTICS Services – Depositor

1. Purpose.

1.1. Cargo International Consolidators, Inc., a Florida corporation (“CIC”) operates warehouses at which CIC stores its clients’ spare parts, inventory, and other property. CIC also often provides additional logistics services at CIC’s warehouses for its clients, such as: (a) delivering quantities of its clients’ inventory and other property to them or to third parties as needed, and (b) packaging its clients’ inventory, affixing labels and bar codes to the packages, and arranging for delivery of the packages to third parties.

1.2. General Terms and Conditions and Services Quote. Depositor desires to engage CIC to provide one or more of the aforesaid services from time to time, and CIC desires to provide those services for Depositor. To enable Depositor’s engagement of CIC, Depositor and CIC agree that these terms and conditions shall provide the general agreement between Depositor and CIC. Whenever Depositor engages CIC, the general provisions of these terms and conditions shall be supplemented by the Services Quote (defined below), which will contain the provisions for each particular engagement. If there is any conflict between these terms and conditions and a Services Quote, the provisions of the Services Quote shall govern.

2. Definitions. For purposes of these terms and conditions, the following words and phrases mean as follows:

2.1. “Additional Services” means all Services other than storage services.

2.2. “Effective Date” for these terms and conditions or for the Services Quote pertaining to particular Services means the date on which CIC first receives Goods for storage or for Additional Services.

2.3. “Facility” means the warehouse or other facility at which CIC provides Services for Depositor pursuant to these terms and conditions and the Services Quotes.

2.4. “Goods” means one or more of Depositor’s spare parts, inventory, and other property that Depositor stores at CIC’s Facility, with or without Additional Services. Goods includes Nonconforming Goods; the receipt of which CIC knowingly accepts.

2.5. “Hazardous Material” means any material or substance, or any compound, combination, solution, or mixture of materials or substances, that is or is could become toxic, poisonous, a contaminant, a pollutant, radioactive, corrosive, hazardous, infectious, or unsanitary; petroleum products and products containing petroleum; and any material or substance that is or could become unhealthy, dangerous, a nuisance, or an irritant; all pursuant to any statute, regulation, ordinance, order, decision, decree, or ruling, existing before, on, or after the Effective Date.

2.6. “Nonconforming Additional Services” means the Additional Services provided by CIC which, through CIC’s failure to exercise Ordinary Care, do not conform with the Services Quote that pertains to those Additional Services.

2.7. “Nonconforming Goods” means Goods that do not conform with the Services Quote that pertains to those Goods. Nonconforming Goods also include Goods that constitute or contain any Hazardous Material.

2.8. “Ordinary Care” means either of the following: (a) That degree of care and diligence which may reasonably be expected from ordinarily prudent persons under similar circumstances. (b) CIC’s compliance with Depositor’s written instructions, even if ordinarily prudent persons, under any circumstances, would not have issued or obeyed those instructions.

2.9. “Party” means CIC or Depositor.

2.10. “Parties” means CIC and Depositor.

2.11. “Restricted Employee” means any employee of a party with whom the other party had contact in connection with these terms and conditions, any Services Quote, any Services, or any Goods.

2.12. “Services” means the storage services and the Additional Services that CIC provides for Depositor pursuant to any Services Quote.

2.13. “Services Quote” means the warehouse and distribution quote, which CIC also sometimes refers to as a tariff, by which Depositor engages CIC to provide particular Services and by which CIC agrees to provide those Services for Depositor.

2.14. “Storage Month” is a time period equal in duration to the entire calendar month during which Goods are at the Facility at any time during that month, even if the Goods are at the Facility for less than the full calendar month, whether or not CIC not provides Additional Services with respect to those Goods.

2.15. “Third Party” or “Third Parties” mean one or more natural persons and one or more entities other than CIC and Depositor.

3. Services. From time to time, on and after the Effective Date, Depositor may engage CIC to provide Services. Depositor shall not be obliged to engage CIC for any minimum or maximum amount or particular types of storage or other logistics services. Depositor may engage third parties, including CIC’s competitors, to provide Depositor with storage and other logistics services of the same or different type that CIC provides. CIC shall not be required to provide Depositor with any minimum or maximum amount or particular types of storage or logistics services. CIC may provide storage and other logistics services to third parties, including to Depositor’s competitors, of the same or different type that CIC provides for Depositor.

4. Services Quote. Depositor shall notify CIC whenever Depositor desires to engage CIC to provide Services. Upon Depositor’s notice, CIC shall deliver its warehouse and distribution quote to Depositor, which shall describe all the Services and CIC’s charges for the Services. Depositor shall accept the Services Quote by so notifying CIC in writing or by delivering to CIC the Goods that are the subject of the Services Quote. Notwithstanding the foregoing, CIC may decline to accept delivery of Goods if Depositor has not accepted CIC’s Services Quote.

5. Standard of Care. CIC shall exercise Ordinary Care in providing the Services. CIC shall not be deemed or presumed to have failed to exercise Ordinary Care merely due damage to Goods or due to the disappearance of Goods, the cause of which is uncertain, even if Depositor believes the damage or disappearance occurred at the Facility. CIC shall not be deemed to have failed to exercise Ordinary Care with respect to damaged or missing Goods absent evidence establishing, by more than inference, that CIC failed to exercise Ordinary Care. CIC shall have no obligation with respect to Nonconforming Goods: (a) except that CIC shall not knowingly and intentionally damage or discard those Nonconforming Goods, unless permitted by these terms and conditions, and (b) except as otherwise provided by these terms and conditions.

6. Requirements for Delivery of Goods to CIC. Depositor shall deliver or cause the delivery of all Goods to CIC in accordance with the pertinent Services Quote and as follows:

6.1. Bill of Lading or Contract for Carriage. Before Goods are delivered to CIC, the transit records for those Goods shall identify Depositor or another third party on the bill of lading or other contract of carriage as the consignor and the consignee, as appropriate, in care of CIC, and shall not identify CIC as the consignee or the consignor. If CIC is the named consignee on any such bill of lading or other contract of carriage, on notice from CIC, Depositor shall immediately notify the carrier in writing, with a copy of such notice to CIC, that CIC is the only “in care of party” and that CIC has no beneficial title or other interest in the Goods. CIC may reject or revoke acceptance of Goods for which the bill of lading or other contract of carriage improperly designates CIC. CIC shall not be liable for any loss, error in delivery, or damage of any nature due to any improper identification of CIC or due to CIC’s rejection or revocation of acceptance.

6.2. Marking and Manifest. All Goods delivered to CIC shall be properly marked and packaged for storage and for all of the Additional Services, if any. Depositor shall furnish or cause to be furnished to CIC, at or before such delivery, a manifest showing the marks, brands, and sizes of the Goods, and all other information then required by the Services Quote.

7. Acceptance of Additional Services; Correction of Nonconforming Additional Services. Depositor may reject only those Additional Services that qualify as Nonconforming Additional Services. Depositor shall be deemed to have accepted Additional Services that Depositor does not reject within five days after CIC delivers the Goods to which those Additional Services pertain. CIC shall have a reasonable time to correct all Nonconforming Additional Services, at CIC's expense, before CIC has any liability to Depositor for those Nonconforming Additional Services.

8. Acceptance of Nonconforming Goods. CIC may refuse to accept Nonconforming Goods at the time of delivery to the Facility, and CIC may revoke its acceptance of Nonconforming Goods at any time after delivery to the Facility, all without any liability to Depositor. If CIC revokes its acceptance of Nonconforming Goods, Depositor shall, at its expense, cause the removal of those Nonconforming Goods from the Facility within 24 hours after notice by CIC. If Depositor fails to timely remove Nonconforming Goods from the Facility for which CIC revoked its acceptance, CIC may ship those Nonconforming Goods to Depositor or to whomever else is the consignor, and Depositor shall, upon CIC's demand, pay CIC the shipping and handling costs for those Nonconforming Goods. If CIC knowingly accepts Nonconforming Goods without revoking its acceptance, Depositor shall pay CIC's then customary additional rates and charges for those Nonconforming Goods.

9. Termination of Services. Services that are not completed may be terminated by either party without cause by at least 180 days' prior written notice to the other party. Services that are not completed may be terminated by either party for the other party's breach of these terms and conditions or for the other party's breach of the Services Quote pertaining to those Services by at least 30 days' prior written notice to the other party, provided that the breaching party shall have 30 days to cure the breach following notice of the breach. However, the breaching party shall have no opportunity to cure the breach after the breaching party's third breach of these terms and conditions during any 365-day period or after the breaching party's third breach of one or more Services Quotes during any 365-day period. Depositor shall pay CIC for the Additional Services provided by CIC if any, until the effective time of the termination.

10. Storage Charges. The following shall apply to all of CIC's storage charges:

10.1. Depositor shall pay CIC a storage charge for each package of Goods or for each other unit of Goods, as provided by the pertinent Services Quote. CIC's storage charge shall accrue for each Storage Month while the package or other unit of Goods is at the Facility. CIC shall not prorate its storage charges for partial calendar months. Instead, Depositor shall pay CIC's storage charges for an entire Storage Month, even if the Goods are at the Facility for less than a full calendar month.

10.2. If Depositor and a third party who is also a CIC client notify CIC that Depositor has transferred ownership of Goods to that third party, CIC's storage charges and the Storage Month pertaining to Depositor for those Goods shall not be prorated for a partial calendar month. Instead, the Storage Month shall end on the last day of the calendar month during which CIC receives the ownership transfer notice from Depositor and from the third party, and Depositor shall pay CIC's storage charges for that entire Storage Month.

10.3. Depositor shall pay CIC's storage charges for each Storage Month during which Depositor fails to remove Nonconforming Goods from the Facility after CIC revokes its acceptance of those Nonconforming Goods.

11. Other Generally Applicable Provisions. The following shall apply to all Goods and to all of Depositor's engagements of CIC to provide Services:

11.1. Depositor shall pay CIC's invoices for Services within ten days after the invoice date. CIC may date its invoices as of the first day of each Storage Month.

11.2. Depositor's instructions to CIC concerning Goods are not effective unless in writing, delivered by Depositor to CIC, and accepted by CIC in writing, provided that CIC may not reject instructions that are consistent with the Services Quote pertaining to those Goods.

11.3. Depositor shall provide CIC with documentation and other information concerning the Goods that is accurate, complete, and sufficient to enable CIC to: (a) comply with Depositor's instructions, (b) obtain accurate third party charges, and (c) comply with all laws, regulations, ordinances, treaties, and codes concerning the Goods.

11.4. From time to time, CIC may move Goods from the Facility initially identified in the pertinent Services Quote to one or more other locations, and thereafter such other locations shall be the Facility for those Goods. CIC's movement of those Goods shall be at CIC's expense, except as otherwise provided by these terms and conditions.

11.5. Subject to CIC's lien provided by these terms and conditions, within 30 days after either party terminates Depositor's engagement of CIC with respect to any or all Services, regardless of the reason for the termination (including CIC's default), or within 30 days after CIC revokes its

acceptance of Goods, Depositor shall, at its expense, arrange for the loading of such Goods onto a carrier for transport from the Facility. Depositor hereby authorizes CIC to sell or otherwise discard any such Goods that Depositor does not remove from the Facility within said 30 days, by following the procedures for the sale or disposal of Goods in connection with CIC's lien.

11.6. Depositor shall not deliver or cause or permit to be delivered to the Facility any Goods that constitute or contain any Hazardous Material.

11.7. Notwithstanding anything in these terms and conditions to the contrary, if any Goods or any Nonconforming Goods, are or become in a condition that causes damage to the Facility, to any other property, or to any person, if CIC reasonably believes that the condition of the Goods or the Nonconforming Goods risks such damage, or as ordered by any court or government agency, CIC may as it reasonably deems necessary, or CIC shall as ordered: (a) take all actions to prevent the Goods and the Nonconforming Goods from causing any such damage, (b) discard the Goods and the Nonconforming Goods, (c) sell the Goods and the Nonconforming Goods at public or private sale, without any prior advertisement, or (d) move the Goods and the Nonconforming Goods to a location other than the Facility. CIC shall do the foregoing: (i) with such notice to Depositor as is reasonably practical, (ii) at Depositor's expense if CIC exercised Ordinary Care with respect to the Goods, and (iii) at Depositor's expense with respect to Nonconforming Goods, without regard to CIC's lack of Ordinary Care or CIC's ordinary or gross negligence, but at CIC's expense for CIC's knowingly intentional misconduct.

11.8. Depositor shall be solely obliged to pay all charges for or attributable to delays, including charges for demurrage and detention, unless caused by CIC's failure to as applicable.

11.9. CIC shall have no obligation to contest any seizure, detention, removal, or any other disposition of Goods by the U.S. Customs and Border Patrol ("CBP"), by any other government agency, or pursuant to any court order. If the CBP, any other government agency, or any court requires either the retention of any Goods at the Facility or at any other location, or the transport of those Goods by CIC to any location, CIC shall so notify Depositor within two days after CIC receives notice of the requirement for retention or removal, or when practical if the retention or removal is required sooner than on two days' notice to CIC, and on CIC's demand Depositor shall immediately pay CIC's then current storage, handling, and transportation charges for those Goods.

11.10. Depositor shall not be a named insured, loss payee, or beneficiary on or with respect to any policy of insurance procured by CIC. Depositor waives all rights of subrogation against CIC.

11.11. Documents of title, including warehouse receipts, may be issued either in physical or electronic form, at the option of the issuing party.

12. Limitation of CIC's Liability and Depositor's Damages.

12.1. CIC SHALL BE LIABLE TO DEPOSITOR FOR LOSS OF OR DAMAGE TO GOODS ONLY TO THE EXTENT THAT SUCH LOSS OR DAMAGE WAS CAUSED BY CIC'S FAILURE TO EXERCISE ORDINARY CARE. CIC IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF ORDINARY CARE OR FOR DAMAGES FROM ANY OTHER CAUSE.

12.2. CIC IS NOT LIABLE FOR LOSS OF OR DAMAGE TO NONCONFORMING GOODS UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY CIC'S INTENTIONAL MISCONDUCT.

12.3. CIC'S LIABILITY TO DEPOSITOR FOR LOSS OF OR DAMAGE TO GOODS OR NONCONFORMING GOODS SHALL NOT EXCEED THE LESSER OF FIFTY CENTS PER POUND OR AN AMOUNT EQUAL TO THE STORAGE FEE FOR THE MONTH IN WHICH CIC'S ACT OR OMISSION FIRST OCCURS, MULTIPLIED BY 25.

12.4. IF, DUE TO CIC'S LACK ORDINARY CARE, CIC ARRANGES FOR THE SHIPMENT OF GOODS TO THE WRONG THIRD PARTY, CIC ALONE SHALL ARRANGE AND PAY THE TRANSPORTATION CHARGES TO RETURN THE GOODS TO THE FACILITY OR TO THE INTENDED RECIPIENT. OTHERWISE, CIC'S LIABILITY FOR SUCH ERROR SHALL NOT EXCEED THE ABOVE-PROVIDED MONETARY LIMIT, EVEN IF THE RECIPIENT FAILS OR REFUSES TO RELEASE POSSESSION OF ALL THE GOODS.

12.5. CIC'S LIABILITY TO DEPOSITOR FOR CIC'S BREACH OF THESE TERMS AND CONDITIONS OR FOR CIC'S BREACH OF A SERVICES QUOTE FOR ALL OCCURRENCES NOT OTHERWISE IDENTIFIED ABOVE SHALL NOT EXCEED THE AMOUNT OF CIC'S CHARGES TO DEPOSITOR FOR THE SERVICES THAT ARE THE SUBJECT OF CIC'S BREACH.

12.6. CIC SHALL NOT BE LIABLE TO DEPOSITOR FOR: CONVERSION, DEPOSITOR'S LOST USE OF THE GOODS, DEPOSITOR'S LOST PROFITS (WHETHER CONSTITUTING DIRECT OR INDIRECT DAMAGES), ANY OF DEPOSITOR'S INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR PUNITIVE DAMAGES, EVEN IF CIC HAD OR SHOULD HAVE HAD KNOWLEDGE OR NOTICE THAT SUCH DAMAGES WERE LIKELY TO OCCUR DUE TO CIC'S ACT OR OMISSION.

12.7. CIC SHALL NOT BE LIABLE TO DEPOSITOR FOR CONTRIBUTION WITH RESPECT TO ANY THIRD-PARTY CLAIM MADE OR AWARDED AGAINST DEPOSITOR.

13. Confidential Information. Neither party shall use or disclose the other party's Confidential Information, except as necessary to: (a) perform their respective obligations under these terms and conditions or under any Services Quote, (b) resolve disputes under these terms and conditions or under any Services Quote, or (c) comply with any subpoena or order of any court or government agency, of which the disclosing party notifies the other party within two days after receipt by the disclosing party, or before the disclosing party's compliance if compliance is required sooner than within said two day time period.

13.1. "CIC's Confidential Information" means one or more of the following: (a) information concerning CIC's methods and techniques to perform the Additional Services, and (b) all other information designated by CIC, on notice to Depositor, as CIC's Confidential Information.

13.2. "Depositor's Confidential Information" means the information designated by Depositor, on notice to CIC, as Depositor's Confidential Information.

13.3. Exclusions. Notwithstanding a party's designation, Confidential Information shall not include any of the following: (a) information known by or available to the recipient, the logistics industry, or the general public before the other party's disclosure, (b) information disclosed to the recipient by a third party, provided that such disclosure is not in breach of an agreement between the third party and the disclosing party or contrary to any law or judicial ruling, and (c) information which becomes known by or available to the logistics industry or the general public after disclosure to the recipient and other than by the recipient's disclosure.

13.4. Use Before Disclosure. Excluding information expressly designated as Confidential Information by these terms and conditions, unless and until a party designates information as that party's Confidential Information, the other party's use or disclosure that information shall not constitute a breach of these terms and conditions.

14. Depositor's Authority. Depositor represents and warrants to CIC that Depositor has the right to: (a) possession of the Goods when the Goods are delivered to the Facility and while the Goods are at the Facility, (b) instruct CIC to provide the Services, and (b) consent to the Services Quotes.

15. Lien. These terms and conditions constitutes a security agreement. CIC shall have a lien, under Article 7 and under Article 9 of the Florida Uniform Commercial Code, against the Goods, or on the proceeds from the sale of Goods in CIC's possession, and for all charges due and owing under these terms and conditions or under any Services Quote, whether or not attributable to the particular Goods then in CIC's possession, including demurrage and terminal charges, insurance, labor, and all other charges, present or future, in relation to the Goods, and for expenses necessary for preservation of the Goods or reasonably incurred in connection with their sale. Upon Depositor's default under these terms and conditions or under any Services Quote, CIC may enforce its lien by public or private sale of the Goods subject to CIC's lien, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, following at least ten days prior notice to Depositor and to all third parties known by CIC to have or claim an interest in the Goods. The notification shall include a statement of the amount due, the nature of the proposed sale, and the time and place of any public sale. CIC shall be deemed to have sold the Goods in a commercially reasonable manner if CIC sells the Goods in the usual manner in any recognized market therefore, sells at the price

current in that market at the time of the sale, or otherwise sells in conformity with commercially reasonable practices among dealers in the type of the Goods sold. CIC's sale of more Goods than apparently necessary to be offered to ensure satisfaction of Depositor's obligation to CIC shall be deemed to be commercially reasonable if CIC follows the above procedures. Notwithstanding the foregoing, if CIC reasonably believes that Goods may deteriorate or decline in value to less than the amount of the CIC's lien, CIC may sell those Goods before that deterioration or decline in value occurs. CIC may discard any Goods that are not sold if CIC complies with the foregoing requirements. Any supplier or vendor or CIC who has possession of any Goods shall also have all the foregoing lien rights in addition to or instead of CIC.

16. No-Hire. While Depositor has engaged CIC to provide Services, and for one year after CIC last provides Services, neither party shall, directly or indirectly, by itself or by any third party: (a) solicit, hire, or otherwise engage the other party's Restricted Employee, (b) refer the other party's Restricted Employee to a third party for any employment or other engagement by that third party or by anyone else, (c) suggest to any third party that such party should or might hire or otherwise engage the other party's Restricted Employee, (d) suggest to any third party that such party should or might refer the other party's Restricted Employee to anyone else for employment or any other engagement, or (e) suggest to the other party's Restricted Employee that such Restricted Employee should or might seek employment or engagement other than by the other party. The parties may obtain injunctions to prevent actual or reasonably anticipated breaches of this No-Hire provision, and the limitations on a party's liability under these terms and conditions shall not apply to a party's breach of this No-Hire provision.

17. Notice. Notices and Services Quotes given under or concerning these terms and conditions, any Services, any Services Quote, or any Goods, shall not be binding on the recipient, and shall not require any action by or response from the recipient unless in writing, delivered to the person designated by the Service Quote as the contact person for notices (or as otherwise designated by a party on notice to the other party) and delivered by: (a) commercial courier, (b) fax, (c) email acknowledged by the recipient within 24 hours, (d) CIC's electronic warehouse management system ("CIC's WMS"), or (e) registered or certified mail, return receipt requested. Delivery shall be deemed to have occurred at the date and time of actual receipt or at the date and time at which a party refuses to accept the delivery, whichever applies. If a party has moved without delivering notice of its new address or fax number to the other party, if a party's fax machine is disconnected or inoperable, or if a party changes its email address without delivering notice of the change to the other party, delivery shall be effective at the date and time of refusal or attempted delivery. The dates and times of delivery, attempted delivery, or refused delivery shall be as shown by the records of the courier, the sender's email records, CIC's WMS, the fax transmittal, or the United States Post Office, as applicable.

18. Indemnity. Depositor shall defend, indemnify, reimburse, and hold CIC and its shareholders, directors, officers, employees, agents, contractors, and vendors harmless from all claims, liabilities, fines, penalties, costs, and expenses (including the reasonable fees of CIC's attorneys, experts, consultants, and including all costs to investigate, remediate, repair, restore, replace, and rebuild the Facility or any other property) arising from any of the following: (a) Any delivery of Nonconforming Goods to the Facility. (b) CIC's refusal to accept Nonconforming Goods. (c) CIC's revocation of its acceptance of Nonconforming Goods. (d) Any condition, storage, handling, discharge, release, or spill of Nonconforming Goods, regardless of the cause, including CIC's ordinary or gross negligence, but not for CIC's knowingly intentional misconduct. (e) Any damage to the Facility or to any other property, and all personal injuries, caused by: (1) any latent condition of the Goods regardless of the cause, including CIC's lack of Ordinary Care and CIC's ordinary or gross negligence, but not if caused by CIC's knowingly intentional misconduct, or (2) any obvious condition of the Goods, provided that CIC exercised Ordinary Care. (f) All claims by any third party raising allegations contrary to Depositor's representations and warranties to CIC under these terms and conditions. (g) Any inaccurate, incomplete, or insufficient documentation or information concerning the Goods or within any Services Quote given or accepted by Depositor. (h) CIC's compliance with the Services Quotes or with Depositor's other instructions concerning the Goods. (i) Depositor's breach of the No-Hire provisions of these terms and conditions.

19. No Third-Party Beneficiaries. Other than as provided by the above indemnity provisions, these terms and conditions and the Services Quotes are solely for the benefit of the parties, and there are otherwise no third party beneficiaries of these terms and conditions or of any Services Quote.

20. Withhold Performance. If Depositor does not fully and timely pay CIC, or if Depositor is otherwise in breach of these terms and conditions or any Services Quote, which Depositor does not dispute in good faith, then until Depositor pays CIC or cures the other breach, CIC may withhold performance of its obligations under these terms and conditions and under any Services Quote, including CIC's obligations concerning Services and Goods that are not the subject of the unpaid, past due amount or the other breach.

21. Force Majeure. A party's time to perform, if delayed due to circumstances not caused by the party and beyond the party's control, shall be reasonably extended, but at least by a time period equal to duration of the circumstance causing the delay. The foregoing is inapplicable to the time for payment of any amount due under these terms and conditions or under any Services Quote.

22. Notice of Claim and Deadline to Sue. Depositor must notify CIC of all claims against CIC and against CIC's employees, agents, and contractors, involving these terms and conditions, any Services Quote, any Goods, or any Services, within 60 days after the following occurs, as applicable: (i) the Goods are no longer CIC's possession, (ii) Depositor has knowledge or notice of loss or damage to the Goods, or (iii) Depositor has knowledge or notice of CIC's breach of these terms and conditions or of CIC's breach of a Services Quote. Depositor shall be deemed to have knowledge or notice of the foregoing if Depositor would have had such knowledge or notice through reasonable inquiry or investigation. Knowledge or notice of the foregoing by any employee or agent of Depositor shall constitute knowledge or notice to Depositor.

23. Enforcement. These terms and conditions, all the Services Quotes, and all disputes concerning these terms and conditions, any Services Quote, any Goods, or any Services shall be governed by the applicable laws and the applicable regulations of the United States of America, by the laws of the State of Florida, and by the applicable regulations, rules, codes, and ordinances of Miami-Dade County, Florida, without utilizing conflict of law principles that would result in applying any law, regulation, rule, code, or ordinance other than those aforesaid. The parties, in all disputes between them, consent and submit to the exclusive jurisdiction and the exclusive venue of the state courts located in Miami-Dade County, State of Florida, and the parties waive all claims that such jurisdiction and venue is improper or inconvenient. In all lawsuits to enforce or interpret these terms and conditions or any Services Quote, the parties waive all rights to a jury trial, and in all such actions the prevailing party shall recover from the other party the prevailing party's costs and expenses, including the fees of the prevailing party's attorneys, experts, and consultants. No party shall be required to post a bond or other security to obtain an injunction. All amounts that are unpaid and past due under these terms and conditions or any Services Quote shall earn simple interest at the rate of 10 percent per annum or the highest lawful rate, whichever is less. Notwithstanding the foregoing jurisdiction and venue restrictions, the party in whose favor a judgment is entered may enforce that judgment in any jurisdiction and in any venue.

24. Severability and Modification. If a court or agency, following the conclusion of all appeals, if any, determines that any provision of these terms and conditions or any provision of any Services Quote is void or unenforceable, the balance of these terms and conditions or the Services Quote, as applicable, shall nevertheless remain enforceable, such invalidity shall not affect any other provision thereof that can be given effect without the invalid provision, and to that end, the parties intend that provisions of these terms and conditions and the Services Quotes are and shall be severable. Following the conclusion of all appeals, if any, the parties shall, if and to the extent possible, modify the void or unenforceable provision, retroactive to the Effective Date of these terms and conditions, and consistent with the final court or agency determination so that the provision becomes valid and enforceable while remaining as similar as possible to the original. Otherwise, these terms and conditions and the Services Quotes shall not be modified except by a writing signed or acknowledged in writing by both parties, or by email or electronic communication through CIC's WMS, which are acknowledged by both parties. The conduct of a party or any third party acting for or on behalf of a party contrary to these terms and conditions or any Services Quote shall not thereby modify these terms and conditions or any Services Quote. A party's failure or forbearance to require the other party's compliance with these terms and conditions or with any Services Quote, whether or not occurring on multiple occasions, shall not thereby modify these terms and conditions or any Services Quote, shall not excuse the other party's future compliance, and shall apply only to the specific instance of failure or forbearance.

25. Interpretation. The parties intend that the interpretation of these terms and conditions and the Services Quotes shall be derived only from the provisions thereof, without resort to course of dealing, usage of trade, course of performance, or any other extrinsic evidence, and shall not be construed in favor of or against either party. Whenever appropriate under the circumstances, within these terms and conditions or within any Services Quote, including the definition of any term in these terms and conditions or in any Services Quote: (a) the plural of any word shall mean the singular; (b) the singular of any word shall mean the plural; (c) "and" shall mean "or"; (d) "or" shall mean "and"; (e) "any" or "each" shall mean one, more than one, or all; (f) "all" shall mean any, one, or more than one; (g) words referring to persons or entities shall include associations, cooperatives, corporations, firms, general and limited partnerships, limited liability companies, natural persons, public agencies, sole proprietors, trusts, and all other entities and enterprises; (h) the words "include," "including," and similar words shall be construed as if followed by the phrase "without limitation".

26. Integration. For each of Depositor's engagements of CIC for Services, these terms and conditions and the Services Quote pertaining to that particular engagement shall contain and constitute the final, entire, and exclusive statement of the terms, provisions, understanding, and arrangement between the parties regarding that engagement. These terms and conditions and the applicable Services Quote shall supersede all negotiations, representations, consents, acknowledgments, and agreements, if any, of any kind, whether electronic, written, or oral, between the parties before the Effective Date of these terms and conditions, or before the date of the pertinent Services Quote, as applicable.

27. Reliance. In entering into these terms and conditions and in delivering or accepting the Services Quotes, neither party has made or relied on, or shall make or rely on, on any oral or written statement, representation, warranty, or promise that is not expressly referred to within these terms and conditions or within the Services Quotes. The parties release and waive all claims, and shall not sue each other with respect to any statement, representation, warranty, promise, or document on which the parties have hereby agreed to refrain from relying.

28. No Additional Obligations. Nothing within these terms and conditions or within any Services Quote is or will be intended by the parties to impose or create, by implication or otherwise, any requirement, duty, or obligation on any party, of any kind or nature whatsoever, that is not expressly the subject of these terms and conditions or the pertinent Services Quote.

29. Additional Instruments and Acts. The parties shall execute such instruments and the parties shall perform such acts as are necessary to cause the transactions that are the subject of these terms and conditions and the Services Quotes to occur and as necessary to otherwise implement the provisions of these terms and conditions and the Services Quotes. The parties hereby appoint each other as their attorney-in-fact to sign and deliver all instruments and to perform such acts if the party fails or refuses to do so, but a party is not required to sign or deliver any such instrument or perform any such act as the other party's attorney-in-fact.

30. Survival of Obligations. The parties' respective obligations that continue or arise after the termination or expiration of Depositor's engagement of CIC to provide Services shall survive the termination or expiration thereof, and all the provisions of these terms and conditions and the Services Quotes shall survive termination as necessary to protect either party.

31. Headings. The headings in these terms and conditions and in any Services Quote, are solely for the parties' convenience and are not intended to have any substantive effect.

