

## Master Contract for Warehouse and Other Logistics Services Terms and Conditions

### 1. Purpose

1.1. LLS's Business. LLS operates warehouses at which LLS stores its clients' spare parts, inventory, and other property. LLS also often provides additional logistics services at LLS'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. Master Contract and Services Instruments. Depositor desires to engage LLS to provide one or more of the aforesaid services from time to time, and LLS desires to provide those services for Depositor. To enable Depositor's engagement of LLS, Depositor and LLS have made and entered into this Contract, which provides the general agreement between Depositor and LLS. Whenever Depositor engages LLS, the general provisions of this Contract shall be supplemented by Services Instruments (defined below), which will contain the provisions for each particular engagement. If there is any conflict between this Contract and a Services Instrument, the provisions of the Services Instrument shall govern.

### 2. Definitions

For purposes of this Contract, the following words and phrases mean as follows

- 2.1. "Additional Services" means all Services other than storage services.
- 2.2. "Depositor" means the party that will be utilizing LLS for warehousing and/or storage service.
- 2.3. "Effective Date" for this Contract or for Services Instruments pertaining to particular Services means the earlier of the date on which Depositor returns a signed copy of this Contract to LLS, the date on which the parties consent to the Services Instruments, or the date on which LLS first receives Goods for storage or for Additional Services.
- 2.4. "Facility" means the warehouse or other facility at which LLS provides Services for Depositor pursuant to this Contract and the Services Instruments.
- 2.5. "Goods" means one or more of Depositor's spare parts, inventory, and other property that Depositor stores at LLS's Facility, with or without Additional Services. Goods includes Nonconforming Goods, the receipt of which LLS knowingly accepts.
- 2.6. "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 of this Contract.
- 2.7. "Nonconforming Additional Services" means the Additional Services provided by LLS which, through LLS's failure to exercise Ordinary Care, do not conform with the Services Instruments that pertain to those Additional Services.
- 2.8. "Nonconforming Goods" means Goods that do not conform with the Services Instruments that pertain to those Goods. Nonconforming Goods also include Goods that constitute or contain any Hazardous Material.
- 2.9. "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) LLS's compliance with Depositor's written instructions, even if ordinarily prudent persons, under any circumstances, would not have issued or obeyed those instructions.
- 2.10. "Party" means LLS or Depositor.
- 2.11. "Parties" means LLS and Depositor.
- 2.12. "Restricted Employee" means any employee of a party with whom the other party had contact in connection with this Contract, any Services Instrument, any Services, or any Goods.
- 2.13. "Services" means the storage services and the Additional Services that LLS provides for Depositor pursuant to any Services Instruments.
- 2.14. "Services Instrument" or "Services Instruments" mean one or more of the instruments by which Depositor engages LLS to provide particular Services and by which LLS agrees to provide those Services for Depositor.
- 2.15. "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 LLS provides Additional Services with respect to those Goods.
- 2.16. "Third Party" or "Third Parties" mean one or more natural persons and one or more entities other than LLS and Depositor.

### 3. Services

From time to time, on and after the Effective Date, Depositor may engage LLS to provide Services. Depositor shall not be obliged to engage LLS for any minimum or maximum amount or particular types of storage or other logistics services. Depositor may engage third parties, including LLS's competitors, to provide Depositor with storage and other logistics services of the same or different type that LLS provides. LLS shall not be required to provide Depositor with any minimum or maximum amount or particular types of storage or logistics services. LLS may provide storage and other logistics services to third parties, including to Depositor's competitors, of the same or different type that LLS provides for Depositor. In the event LLS is utilized for services outside of the scope of this agreement, the Terms and Conditions as posted on [www.LLSLogistics.com/terms-and-conditions/](http://www.LLSLogistics.com/terms-and-conditions/) will apply.

### 4. Services Instruments

(a) Depositor shall notify LLS in writing whenever Depositor desires to engage LLS to provide Services. The parties shall exchange Services Instruments for each engagement, which shall refer to this Contract and which shall contain all the information required by the parties to fully set forth the scope of the Services that Depositor desires LLS to provide and that LLS agrees to provide for Depositor, including, as applicable: (i) the names of the Goods or other information that describe or identify the Goods, (ii) the packing, labeling, and handling requirements and instructions, including the types and quantities of Goods, the types of containers and packing materials, and the labeling requirements and instructions, (iii) performance standards, including inspections of Goods, deadlines, error rates, correction of defects, other metrics, and other quality requirements, and (iv) shipping and handling methods, instructions, and requirements, including the types of carriers and the recipients' names and addresses. (b) The Services Instruments shall also include all the amounts that Depositor is required to pay or reimburse LLS and third parties, such as carriers. (c) If Depositor delivers Goods to LLS pertaining to particular Services before Depositor signs this Contract or before Depositor accepts LLS's Services Instruments pertaining to those Services, Depositor shall be deemed to have: (i) engaged LLS with respect to those Services, and (ii) accepted the provisions of this Contract, the provisions of the Services Instruments from Depositor that LLS accepted in writing, and the provisions of the Services Instruments that LLS delivered to Depositor, whether or not Depositor accepted those Services Instruments. Notwithstanding the foregoing, LLS may decline to accept delivery of Goods if Depositor has not then signed this Contract or accepted LLS's Services Instruments.

### 5. Standard of Care

LLS shall exercise Ordinary Care in providing the Services. LLS shall not be deemed or presumed to have failed to exercise Ordinary Care merely due to 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. LLS 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 LLS failed to exercise Ordinary Care. LLS shall have no obligation with respect to Nonconforming Goods: (a) except that LLS shall not knowingly and intentionally damage or discard those Nonconforming Goods, unless permitted by this Contract, and (b) except as otherwise provided by this Contract.

### 6. Requirements for Delivery of Goods to LLS

Depositor shall deliver or cause the delivery of all Goods to LLS in accordance with the pertinent Services Instruments and as follows:

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

6.2. Marking and Manifest. All Goods delivered to LLS 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 LLS, 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 Instruments.

### 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 LLS delivers the Goods to which those Additional Services pertain. LLS shall have a reasonable time to correct all Nonconforming Additional Services, at LLS's expense, before LLS has any liability to Depositor for those Nonconforming Additional Services.

### 8. Acceptance of Nonconforming Goods

LLS may refuse to accept Nonconforming Goods at the time of delivery to the Facility, and LLS may revoke its acceptance of Nonconforming Goods at any time after delivery to the Facility, all without any liability to Depositor. If LLS 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 LLS. If Depositor fails to timely remove Nonconforming Goods from the Facility for which LLS revoked its acceptance, LLS may ship those Nonconforming Goods to Depositor or to whomever else is the consignor, and Depositor shall, upon LLS's demand, pay LLS the shipping and handling costs for those Nonconforming Goods. If LLS knowingly accepts Nonconforming Goods without revoking its acceptance, Depositor shall pay LLS'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 this Contract or for the other party's breach of a Services Instrument 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 this Contract during any 365 day period or after the breaching party's third breach of one or more Services Instruments during any 365 day period. Depositor shall pay LLS for the Additional Services provided by LLS until the effective time of the termination.

### 10. Storage Charges

The following shall apply to all of LLS's storage charges:

10.1. Depositor shall pay LLS a storage charge for each package of Goods or for each other unit of Goods, as provided by the pertinent Services Instruments. LLS's storage charge shall accrue for each Storage Month while the package or other unit of Goods is at the Facility. LLS shall not prorate its storage charges for partial calendar months. Instead, Depositor shall pay LLS'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. Depositor shall agree upon an annual increase without notice to be in effect on the yearly anniversary date of the contract unless otherwise agreed upon in writing by both parties.
- 10.3. If Depositor and a third party who is also a LLS client notify LLS that Depositor has transferred ownership of Goods to that third party, LLS'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 LLS receives the ownership transfer notice from Depositor and from the third party, and Depositor shall pay LLS's storage charges for that entire Storage Month.
- 10.4. Depositor shall pay LLS's storage charges for each Storage Month during which Depositor fails to remove Nonconforming Goods from the Facility after LLS 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 LLS to provide Services:

- 11.1. Depositor shall pay LLS's invoices for Services within ten days after the invoice date. LLS may date its invoices as of the first day of each Storage Month.
- 11.2. Depositor's instructions to LLS concerning Goods are not effective unless in writing, delivered by Depositor to LLS, and accepted by LLS in writing, provided that LLS may not reject instructions that are consistent with the Services Instruments pertaining to those Goods.
- 11.3. Depositor shall provide LLS with documentation and other information concerning the Goods that is accurate, complete, and sufficient to enable LLS 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, LLS may move Goods from the Facility initially identified in the pertinent Services Instruments to one or more other locations, and thereafter such other locations shall be the Facility for those Goods. LLS's movement of those Goods shall be at LLS's expense, except as otherwise provided by this Contract.
- 11.5. Subject to LLS's lien provided by this Contract, within 30 days after either party terminates Depositor's engagement of LLS with respect to any or all Services, regardless of the reason for the termination (including LLS's default), or within 30 days after LLS 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 LLS 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 LLS'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 this Contract 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 LLS reasonably believes that the condition of the Goods or the Nonconforming Goods risks such damage, or as ordered by any court or government agency, LLS may as it reasonably deems necessary, or LLS 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. LLS shall do the foregoing: (i) with such notice to Depositor as is reasonably practical, (ii) at Depositor's expense if LLS exercised Ordinary Care with respect to the Goods, and (iii) at Depositor's expense with respect to Nonconforming Goods, without regard to LLS's lack of Ordinary Care or LLS's ordinary or gross negligence, but at LLS's expense for LLS'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 LLS's failure to as applicable.
- 11.9. LLS 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 LLS to any location, LLS shall so notify Depositor within two days after LLS 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 LLS, and on LLS's demand Depositor shall immediately pay LLS'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 LLS. Depositor waives all rights of subrogation against LLS.
- 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 LLS's Liability and Depositor's Damages

- 12.1. LLS shall be liable to Depositor for loss of or damage to goods only to the extent that such loss or damage was caused by LLS's failure to exercise ordinary care. LLS 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. Depositor agrees to a shrinkage allowance of 1.5% of the maximum value of the goods stored per any month, within the agreed upon time period, for which, in case of loss or damage to goods or mysterious disappearance, however caused, LLS will not be liable.
- 12.3. LLS is not liable for loss of or damage to nonconforming goods unless such loss or damage is caused by LLS's intentional misconduct.
- 12.4. LLS's liability to Depositor for loss of or damage to goods or nonconforming goods is limited to the lesser of the below noted unless Depositor requested insurance from LLS and paid the insurance fee as agreed upon in writing prior to goods being deposited.
- 12.4.1 Where the deposited goods are NEW, LLS's liability to Depositor for loss of or damage to goods or nonconforming goods is limited to the lesser of:
- \$50.00 or \$0.50 per pound per piece, whichever is greater; or,
  - The replacement value of the affected article or articles with an item of like kind/quality; or,
  - Depositor's cost of the affected article or articles; or
  - The repair cost in the event that a claimed item can be repaired. In the event a claimed damaged item cannot be repaired, Depositor shall provide, at its own expense, a third party assessment and/or technician report which details the extent of the damage and why the item is unable to be repaired.
- 12.4.2 Where the deposited goods are USED, LLS's liability to Depositor for loss of or damage to goods or nonconforming goods is limited to the lesser of:
- \$10.00 or \$0.10 per pound per piece, whichever is greater; or,
  - The replacement value of the affected article or articles with an item of like kind and quality; or,
  - Depositor's cost of the affected article or articles; or
  - The repair cost in the event that a claimed item can be repaired. In the event a claimed damaged item cannot be repaired, Depositor shall provide, at its own expense, a third party assessment and/or technician report which details the extent of the damage and why the item is unable to be repaired
- 12.5. If, due to LLS's lack of ordinary care, LLS arranges for the shipment of goods to the wrong third party, LLS alone shall arrange and pay the transportation charges to return the goods to the facility or to the intended recipient. Otherwise, LLS'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.
- 12.6. LLS's liability to Depositor for LLS's breach of this contract or for LLS's breach of a services instrument for all occurrences not otherwise identified above shall not exceed the amount of LLS's charges to Depositor for the services that are the subject of LLS's breach.
- 12.7. LLS 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 LLS had or should have had knowledge or notice that such damages were likely to occur due to LLS's act or omission.
- 12.8. LLS shall not be liable to Depositor for contribution with respect to any third party claim made or awarded against Depositor.
- 12.9. LLS shall not be liable to Depositor for non-compliance of labeling or barcoding of goods.

#### 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 this Contract or under any Services Instrument, (b) resolve disputes under this Contract or under any Services Instrument, 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. "LLS's Confidential Information" means one or more of the following: (a) information concerning LLS's methods and techniques to perform the Additional Services, and (b) all other information designated by LLS, on notice to Depositor, as LLS's Confidential Information.

13.2. "Depositor's Confidential Information" means the information designated by Depositor, on notice to LLS, 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 this Contract, 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 this Contract.

#### 14. Depositor's Authority

Depositor represents and warrants to LLS 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 LLS to provide the Services, and (c) consent to the Services Instruments.

#### 15. Lien

This Contract constitutes a security agreement. LLS shall have a lien, under Article 7 and under Article 9 of the Illinois Uniform Commercial Code, against the Goods, or on the proceeds from the sale of Goods in LLS's possession, and for all charges due and owing under this Contract or under any Services Instrument, whether or not attributable to the particular Goods then in LLS'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 this Contract or under any Services Instruments, LLS may enforce its lien by public or private sale of the Goods subject to LLS'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 LLS 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. LLS shall be deemed to have sold the Goods in a commercially reasonable manner if LLS 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. LLS's sale of more Goods than apparently necessary to be offered to ensure satisfaction of Depositor's obligation to LLS shall be deemed to be commercially reasonable if LLS follows the above procedures. Notwithstanding the foregoing, if LLS reasonably believes that Goods may deteriorate or decline in value to less than the amount of the LLS's lien, LLS may sell those Goods before that deterioration or decline in value occurs. LLS may discard any Goods that are not sold if LLS complies with the foregoing requirements. Any supplier or vendor or LLS who has possession of any Goods shall also have all the foregoing lien rights in addition to or instead of LLS.

#### 16. No-Hire

While Depositor has engaged LLS to provide Services, and for one year after LLS lasts 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 this Contract shall not apply to a party's breach of this No-Hire provision.

#### 17. Notice

Notices and Services Instruments given under or concerning this Contract, any Services, any Services Instruments, 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 this Contract as the contact person for notices, (or delivered as otherwise directed in a notice by a party to the other party), and delivered by: (a) commercial courier, (b) email acknowledged by the recipient within 24 hours, (c) LLS's electronic warehouse management system ("LLS's WMS"), or (d) 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 to the other party, 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, LLS's WMS, or the United States Post Office, as applicable.

#### **18. Indemnity**

Depositor shall defend, indemnify, reimburse, and hold LLS 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 LLS'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) LLS's refusal to accept Nonconforming Goods. (c) LLS'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 LLS's ordinary or gross negligence, but not for LLS'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 LLS's lack of Ordinary Care and LLS's ordinary or gross negligence, but not if caused by LLS's knowingly intentional misconduct, or (2) any obvious condition of the Goods, provided that LLS exercised Ordinary Care. (f) All claims by any third party raising allegations contrary to Depositor's representations and warranties to LLS under this Contract. (g) Any inaccurate, incomplete, or insufficient documentation or information concerning the Goods or within any Services Instrument given or accepted by Depositor. (h) LLS's compliance with the Services Instruments or with Depositor's other instructions concerning the Goods. (i) Depositor's breach of the No-Hire provisions of this Contract.

#### **19. No Third Party Beneficiaries**

Other than as provided by the above indemnity provisions, this Contract and the Services Instruments are solely for the benefit of the parties, and there are otherwise no third party beneficiaries of this Contract or of any Services Instrument.

#### **20. Withhold Performance**

If Depositor does not fully and timely pay LLS, or if Depositor is otherwise in breach of this Contract or any Services Instrument, which Depositor does not dispute in good faith, then until Depositor pays LLS or cures the other breach, LLS may withhold performance of its obligations under this Contract and under any Services Instrument, including LLS'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 this Contract or under any Services Instrument.

#### **22. Notice of Claim and Deadline to Sue**

Depositor must notify LLS of all claims against LLS and against LLS's employees, agents, and contractors, involving this Contract, any Services Instrument, any Goods, or any Services, within 60 days after the following occurs, as applicable: (i) the Goods are no longer LLS's possession, (ii) Depositor has knowledge or notice of loss or damage to the Goods, or (iii) Depositor has knowledge or notice of LLS's breach of this Contract or of LLS's breach of a Services Instrument. 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. Claims for loss or damage to Goods must be made by completing the LLS formal claim form which is available upon request from any LLS location or by contacting [claims@LLSlogistics.com](mailto:claims@LLSlogistics.com).

#### **23. Enforcement**

This Contract, all the Services Instruments, and all disputes concerning this Contract, any Services Instruments, 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 Illinois, and by the applicable regulations, rules, codes, and ordinances of DuPage County, Illinois, and Roselle, Illinois, 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 DuPage County, State of Illinois, and the parties waive all claims that such jurisdiction and venue is improper or inconvenient. In all lawsuits to enforce or interpret this Contract or any Services Instrument, 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 this Contract or any Services Instrument 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 this Contract or any provision of any Services Instrument is void or unenforceable, the balance of this Contract or the Services Instrument, 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 this Contract and the Services Instruments 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 this Contract, 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, this Contract and the Services Instruments shall not be modified except by a writing signed or acknowledged in writing by both parties, or by email or electronic communication through LLS'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 this Contract or any Services Instrument shall not thereby modify this Contract or any Services Instrument. A party's failure or forbearance to require the other party's compliance with this Contract or with any Services Instrument, whether or not occurring on multiple occasions, shall not thereby modify this Contract or any Services Instrument, 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 this Contract and the Services Instruments 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 this Contract or within any Services Instrument, including the definition of any term in this Contract or in any Services Instrument: (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 LLS for Services, this Contract and the Services Instruments 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. This Contract and the applicable Services Instruments 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 this Contract, or before the date of the pertinent Services Instruments, as applicable.

#### **27. Reliance**

In entering into this Contract and in accepting the Services Instruments, 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 this Contract or within the Services Instruments. 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 this Contract or within any Services Instrument 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 this Contract or the pertinent Services Instruments.

#### **29. Additional Instruments and Acts**

The parties shall execute such instruments other than the Services Instruments and the parties shall perform such acts as are necessary to cause the transactions that are the subject of this Contract and the Services Instruments to occur and as necessary to otherwise implement the provisions of this Contract and the Services Instruments. 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 LLS to provide Services shall survive the termination or expiration thereof, and all the provisions of this Contract and the Services Instruments shall survive termination as necessary to protect either party.

#### **31. Headings**

The headings in this Contract and in any Services Instrument are solely for the parties' convenience and are not intended to have any substantive effect.