

TERMS & CONDITIONS – WAREHOUSE & STORAGE

THE FOLLOWING INFORMATION CONSTITUTES 1941 PROVISIONS TERMS AND CONDITIONS (THE “TERMS AND CONDITIONS”).

By using the website located at www.1941provisions.com and all related sites (the “Site”), you: (i) warrant that you reside in the United States, and are at least eighteen (18) years of age and have otherwise reached the age of majority according to your state law; (ii) understand that you are entering into an agreement with 1941 Provisions; (iii) have read the Terms of Use, Terms and Conditions and our Privacy Policy; and (iv) agree to be bound by the Terms of Use, Terms and Conditions and our Privacy Policy. If you are dissatisfied with the Terms of Use, Terms and Conditions, or our Privacy Policy, you agree to discontinue using the Site. 1941 Provisions reserves the right, in its sole discretion, to modify, alter or otherwise update the Terms of Use, Terms and Conditions or our Privacy Policy at any time. Such modifications shall be effective immediately upon posting of the modified terms. By using the Site after we have posted notice of such modifications, alterations or updates, you agree to be bound by the revised terms. 1941 Provisions retains the right to deny access to anyone at its complete discretion for any reason, including for violation of any of these Terms of Use, Terms and Conditions or Privacy Policy.

All references to 1941 Provisions made within these Terms and Conditions shall be references to and include 1941 Provisions and its subsidiaries (“1941 Provisions”).

Agreement to Terms and Conditions. 1941 Provisions receipt and contractual terms and conditions (collectively, “Contract”) shall govern the dealings between 1941 Provisions and you. In the event of any conflict between these Terms and Conditions as stated herein, and the Contract, the latter shall control. These Terms and Conditions do not cover or apply to any rights, obligations, terms or conditions of the warehousing, provisions, or other services that 1941 Provisions has provided or may provide to you, and that such services shall be governed by their respective Contract, which is provided separately.

Ownership of Goods. You represent and warrant that you are the lawful owner and/or have lawful possession of the goods tendered for storage, that you have legal rights to store goods tendered, to release goods, and to instruct 1941 Provisions regarding delivery or disposition of the goods.

You agree to notify all parties acquiring any interest in the goods of the duties and obligations owed to 1941 Provisions, and **you further agree to indemnify and hold 1941 Provisions harmless from any claim by third parties relating to the ownership, storage, handling or delivery of the goods, or from any other services provided by 1941 Provisions.** Such indemnification shall include any legal fees or costs incurred by 1941 Provisions from any claim by a third party, regardless of whether or not litigation is actually filed.

Storage. Pursuant to the Contract, 1941 Provisions agrees to receive, store, and release the goods in accordance with your reasonable instructions. 1941 Provisions will store goods at its discretion at any one or more buildings at 1941 Provisions warehouse or other location. The identification of any specific location within 1941 Provisions warehouse complex does not guarantee that such goods will be stored therein

Tender of Goods. If 1941 Provisions determines that the original palletization of goods must be broken down for storage purposes, 1941 Provisions may break down the pallets without further notice to you, and charge any applicable fees.

Removal of Goods. 1941 Provisions reserves the right to terminate storage and to require removal of the goods, or any portion thereof. 1941 Provisions may remove goods to any other warehouse complex operated by 1941 Provisions. If goods are not removed, 1941 Provisions may exercise its rights under applicable law, including, but not limited to, selling the goods or keeping the goods.

Services. 1941 Provisions may provide additional services to you as requested and agreed.

Charges. Applicable handling charges may apply whenever goods are pulled for provisions or release, whenever physical inventories are requested by you, and whenever additional services are requested by you that are not explicitly included in the charge quoted to you. Such additional charges will be provided to you and will be invoiced to you in addition to any charges due. You shall be responsible for payment to 1941 Provisions of all charges attributable to such goods within the stated period.

Customer's Warranties & Representations. You shall represent and warrant that the goods are properly marked, packaged, labeled and classified for

handling, and are fit for storage and any transportation as may be required. 1941 Provisions may not accept goods that are not properly packaged, or which are not suitable for movement or storage within the warehouse. You shall furnish at, or prior to, delivery a manifest showing categories of goods, brands, or sizes to be separately kept and accounted for, if applicable. Unless otherwise made known to 1941 Provisions in writing and accepted by 1941 Provisions, you shall represent and warrant that the goods are not considered hazardous and/or dangerous at the time the goods are tendered to 1941 Provisions. If hazardous and/or dangerous goods are tendered for storage and accepted by 1941 Provisions, a notation may be made. You shall represent and warrant the goods are limited to the permissible materials and quantities, and further agree to properly classify the goods, accurately describe the goods, and to provide 1941 Provisions with all necessary or useful information for the safe storage and handling of the goods.

Breach of Customer's Warranties or Representations. If you breach any of the foregoing, or otherwise deliver any such unfit goods to 1941 Provisions, 1941 Provisions may exercise all available remedies, including, but not limited to, immediate destruction or removal of the goods from the warehouse. You shall be liable to 1941 Provisions for all expenses, costs, losses, damages, fines, penalties or other expenses of any sort incurred by 1941 Provisions in connection with the removal, destruction or handling of the goods, and you shall indemnify 1941 Provisions against all amounts, liabilities, claims or damages incurred in connection with such goods. For all goods tendered for storage, you shall supply the requisite information and/or documents for the safe and proper warehousing, handling, storage, and transportation of the goods. If all such information and documents are not accurate or timely provided to 1941 Provisions, you shall indemnify 1941 Provisions for all consequences of such failure. You shall represent and warrant your compliance with all applicable laws, rules, and regulations.

Indemnification. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, 1941 PROVISIONS AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR OTHER EXPENSES RESULTING FROM ANY VIOLATION OF THESE TERMS AND CONDITIONS BY YOU.

Limited Warranty. 1941 Provisions shall not be liable for any loss or damage to the goods tendered, stored, or handled, unless such loss or damage resulted 1941 Provisions negligence.

Limitation of Liability. IN NO EVENT SHALL 1941 PROVISIONS BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY YOU OR COULD HAVE BEEN REASONABLY FORESEEN BY PERSON OR ENTITY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Jurisdiction. These Terms and Conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas. Any action you, any third party or 1941 Provisions may bring to enforce these Terms and Conditions shall be brought only in either the state or Federal Courts located in Texas, and you expressly consent to the jurisdiction of said courts. If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Except to the extent that you and 1941 Provisions have entered into a written agreement regarding the provision of services (including but not limited to provisions services, logistics services, warehouse services or any other services), these Terms and Conditions are the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing signed by a duly authorized officer of 1941 Provisions.