

THESE TERMS AND CONDITIONS SHALL GOVERN ALL TRANSACTIONS BETWEEN JAMES BOURLET INC., dba BOURLET ARTLOGISTICS (the "Company"), AND ITS CLIENTS/CUSTOMERS AND ARE SPECIFICALLY INCORPORATED BY REFERENCE INTO ALL BILLS OF LADINGS, WORK ORDERS, NOTES AND STORAGE AGREEMENTS:

LIMITATION of LIABILITY.

a. Company shall not be liable for any loss or destruction of or damage to the Goods, however caused, unless such loss, damage or destruction resulted from Company's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. Company is not liable for damages which could not have been avoided by the exercise of such care.

b. In no event shall Company be liable for any loss or damage caused by:

i. acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyberattacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control;

ii. fragile articles injured or broken, unless packed by Company's employees and unpacked by them at the time of delivery;

iii. pilferage or theft, unless such loss or damage is caused by the failure of Company to exercise such ordinary care required by law; and

iv. concealed damage, or for losses incurred due to the concealed damage of the Goods.

v. mechanical functions of pianos, radios, phonographs, clocks, barometers or other instruments or appliances whether or not such articles are packed or unpacked by its employees.

vi. improper shipper packing, bracing or preparation

c. Monetary Maximum Liability: In the event of loss or damage to the Goods for which Company is legally liable, Company's liability shall be limited to actual value of the Goods, subject to a maximum of USD \$.60 per pound of goods stored, unless Customer declared a higher value for the goods and Company agrees in writing to purchase insurance for the Goods at Customer's benefit, and Customer has paid the supplementary charge in accordance with the terms herein.

d. No Consequential Damages. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

e. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with the Company within two (2) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within three (3) months after a reasonable time for delivery has elapsed; and suit must be instituted against the Company within twelve (12) months from the date when notice in writing is given by the Company to the claimant that the Company has disallowed the claim or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, the Company shall not be liable and such a claim will not be paid.

TEMPERATURE OR HUMIDITY CONTROLLED STORAGE OR TRANSPORT. Unless specifically agreed to in writing, Company shall not be responsible for the transport or storage of the Goods in a temperature or humidity controlled environment. Customer knowingly accepts that the Goods may be warehoused or transported in a non-temperature/humidity controlled environment. Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse.

OWNERSHIP OF GOODS. Customer warrants that it has sole legal rights to store Goods tendered, to release Goods, and to instruct Company regarding delivery or disposition of the Goods. While any Goods are in the physical possession of the Company, Company shall exercise the following rights of ownership: possession, control, exclusion, and enjoyment. Customer agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and further agrees to indemnify and hold Company harmless from any claim by third parties relating to the ownership, storage, handling or delivery of Goods, or from any other services provided by Company under this Warehouse Receipt. Such indemnification shall include any legal fees or costs incurred from any claim by a third party, regardless of whether or not litigation is actually filed.

DELIVERY TO CUSTOMER. In the event of a failure or refusal to accept delivery, it is agreed that the Company shall have a general lien against such property and the right to dispose of such property in accordance with these Terms and Conditions. Additionally, if delivery is not accepted, for any reason, Customer and Owner agree that Company shall charge for all expenses incurred as a result of the failure to accept the goods, including, without limitation, the costs of redelivery and storage of the goods.

The Company shall not be liable for the delays caused by the highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the Company be bound to transport by any particular schedule, means, vehicle or otherwise than reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SUBCONTRACTORS. Customer authorizes the Company, in its sole discretion and without further notice, to engage any subcontractor, agent or other third-party independent contractor to undertake any and all services requested by the customer. In the event the Company engages a subcontractor for all or part of the services furnished to the customer, these Terms and Conditions, including the Limitation of Liability.

PAYMENT TERMS AND COLLECTION EXPENSE. Unless otherwise agreed to in writing, transport, warehousing and storage accounts are due and payable within 30 days of the invoice date. All invoices not paid within 30 days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. If it becomes necessary for Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, Customer shall be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed.

The shipper, upon tender of the shipment to the Company, and the consignee, upon acceptance of delivery of shipment from the Company, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment including, but not limited to, sums advanced or disbursed by the Company on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

WAREHOUSEMAN'S LIEN. It is agreed that the Company shall have a general lien upon any and all property hereafter deposited with it, whether for transport, storage or otherwise. All goods deposited upon which transport, storage and all other charges are not paid when due will be sold at public auction to pay any said accrued charges and expenses of the sale, after due notice to the Customer, and publication of the time and place of said sale, according to the applicable provisions of the Uniform Commercial Code. The Company shall have a further lien against property deposited with it for all services rendered and for all monies advanced to any third parties for account of the customer, as quoted by the Company in writing to the client.

GOVERNING LAW AND JURISDICTION. These Terms and Conditions and any act or contract or transaction to which they apply shall be governed by the laws of the State of New York without regard to the principles of conflicts of law and any dispute arising out of any such act or contract or transaction to which these Terms and Conditions apply shall be subject to the exclusive jurisdiction of the Courts of the State of New York. In the event the Company is required to appear in a legal proceeding or action, either as a plaintiff or defendant, to enforce these Terms and Conditions or its rights hereunder, including the limitation of liability provisions contained herein, Company shall be entitled to recover, in addition to any other damages or remedies available to it, its attorneys' fees and costs incurred in such proceeding or action.