

THE DUPUY GROUP
Terms and Conditions for Merchandise Storage

Section 1: DEFINITIONS

As used in this contract, the following terms have the following meanings:

- (a) "**Carrier**" means a person that issues a bill of lading.
- (b) "**Consignee**" means a person named in a bill of lading to which or to whose order the bill promises delivery.
- (c) "**Consignor**" means a person named in a bill of lading as the person from which the goods have been received for shipment.
- (d) "**Depositor**" means the person, firm, corporation, or other legal entity for whom the goods described in the Warehouse Receipt are stored and with whom this agreement is executed as well as anyone else claiming any interest in such goods.
- (e) "**eCOPS**" means the electronic commodity operations system utilized by the Intercontinental Exchange.
- (f) "**EWR**" means the electronic warehouse receipt record created on eCOPS by a warehouse concerning coffee that is stored in such warehouse.
- (g) "**Good faith**" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
- (h) "**Goods**" means all things that are treated as movable for the purposes of a contract for storage or transportation.
- (i) "**Record**" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- (j) "**Sign**" means, with present intent to authenticate or adopt a record: to execute or adopt a tangible symbol; or, to attach to or logically associate with the record an electronic sound, symbol, or process.
- (k) "**Storage**" Storage shall be defined as the physical resting of goods tendered.
- (l) "**Warehouse**" or "**Warehouseman**" - means a person, firm, corporation, or other legal entity engaged in the business of storing goods for hire. For the purposes of this contract, the terms, "warehouse" or "warehouseman" are to be understood as referring to any of the entities in the Dupuy Group, including Dupuy Storage and Forwarding, L.L.C, Dupuy Storage Houston, Dupuy Silo Facility, Dupuy Storage Florida, Dupuy Storage Miami, and Dupuy Storage Charleston.

Section 2: ACCEPTANCE

- (a) The act of tendering goods for storage by warehouseman shall constitute acceptance of these terms and conditions by depositor. The presence of a counter proposal shall not change the terms of this agreement unless specifically agreed to in writing by the warehouseman.
- (b) In the event that goods tendered for storage do not conform to the description contained herein, warehouseman may refuse to accept such goods for storage. If warehouseman accepts

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such goods for storage, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.

(c) The terms and conditions provided herein shall apply to all movement of goods into and out of any Dupuy facility. This contract is to be considered self-renewing. It is not required that Dupuy Storage and Forwarding issue and/or execute a new storage contract per entry or exit of goods. Depositor's placement of goods into a Dupuy Storage facility constitutes continuing acceptance of warehouseman's terms and conditions.

(d) Unless otherwise agreed upon in writing, any goods received prior to the date of this contract are subject to the terms and conditions of same.

Section 3: SHIPPING

(a) Depositor shall not name the warehouseman as consignee on any Bill of Lading or other shipping documents. If, in violation of this agreement, goods are so shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment with copy of such notice to warehouseman, that warehouseman named as consignee is a warehouseman and had no beneficial title or interest in such property, and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped.

(b) Depositor further agrees that, if it fails to notify carrier as required by the preceding sentence, warehouseman shall have the right to refuse delivery of such goods, in which event warehouseman shall not be responsible for any loss, injury or damage of any nature to or related to such goods. Depositor agrees that all promises contained in this section will be binding on depositor's heirs, successors and assigns.

Section 4: TENDER FOR STORAGE

(a) All goods for storage shall be delivered at the warehouse properly marked and securely packed for handling. The depositor shall furnish at or prior to such delivery a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired.

(b) Should goods in storage be transferred on the books of warehouseman from one party to another, a new storage date is established on the date of transfer. On request of the depositor, and then only by special arrangements and subject to extra labor charges, original packages may be broken down for partial delivery. Storage charges become applicable upon the date that

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warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issuance of warehouse receipt.

Section 5: STORAGE PERIOD AND CHARGES

(a) All goods are stored on a month-to-month basis. All charges for storage are per package or other agreed unit per month.

(b) The depositor shall pay storage fees on a monthly basis. For all goods not stored for an entire calendar month, depositor's fee will be prorated on a daily basis. All storage charges are due and payable on the first day of storage for the initial month and, thereafter, on the first day of each succeeding calendar month.

Section 6: TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

(a) Instructions to transfer specified goods on the books of the warehouseman are not effective until delivered to and accepted by warehouseman, and all charges, up to the time transfer is made, are paid by the depositor of record. If a transfer involves movement of goods, such will be subject to an additional charge. When goods in storage are transferred from one party to another, a new storage date is established on the date of transfer and a new warehouse receipt will be issued.

(b) The warehouseman may, at his expense, fourteen (14) days after notice is provided to the depositor of record, or to the last known holder of the negotiable or non-negotiable warehouse receipt, move any goods in storage from the warehouse in which they are stored to any other Dupuy warehouse. The warehouseman may, without notice, move goods within the warehouse in which they are stored.

(c) The warehouseman may, after providing notice to the depositor of record and any other person known by the warehouseman to claim an interest in the goods, require payment of any and all charges and removal of the goods from the facility at the termination of the period of storage fixed by the document of title, or, if a period is not fixed, within a stated period of time not less than thirty days after the warehouse provides notice. If goods are not removed before the end of the stated period, the warehouseman may sell them in accordance with the applicable law where the facility is located.

(d) If warehouseman in good faith believes that stored goods are about to deteriorate or decline in value to an amount less than that secured by the warehouseman's lien, warehouseman reserves the right to demand removal of the goods within a reasonable time period. If said goods are not

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timely removed, warehouseman may sell the goods at a public sale held one week after a single advertisement or posting as provided by law.

(e) If, as a result of a quality or condition of the goods of which the warehouse did not have notice at the time of deposit, the goods are discovered to be a hazard to other property, the warehouse facilities, or other persons, the warehouseman may sell the goods at public or private sale without advertisement or posting upon providing reasonable notification to all persons known to claim an interest in the goods. If the warehouse, after a reasonable effort, is unable to sell the goods, it may dispose of them in any lawful manner and shall not incur liability by reason of that disposition. Pending such disposition, sale or return of the goods, the warehouseman may remove goods from the warehouse and shall incur no liability by reason of such removal.

(f) When goods are ordered out, the warehouseman shall be afforded a reasonable time to execute shipping instructions; should shipment be prevented because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or because of any other excuse provided by law from executing shipment instructions, the warehouseman shall not be liable for such failure, and goods remaining in storage will continue to be subject to regular storage charges.

Section 7. HANDLING AND STORAGE

(a) Unless owner declares in writing, on arrival of car, rail truck or other vehicles that all dunnage or fastenings salvaged therefrom be returned therein, or stored for owner, warehouseman may claim ownership of dunnage or fastenings or arrange for disposal under. In the event that it is stored, a charge will be made for storage.

(b) Unless otherwise instructed, goods will be stored at the discretion of the warehouseman.

(c) Labor for unloading goods from other than regular box cars at warehouse door, additional expenses incurred by the warehouseman in unloading damaged goods, and unloading or disposing of dunnage, and additional expenses incurred unloading cars not at warehouse door will be charged to the depositor.

(d) Labor and materials used in loading rail cars, trucks or other vehicles are chargeable to the depositor.

(e) When goods are ordered out in quantities less than in which received, the warehouseman may make an additional charge for each order or each item of an order.

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(f) The warehouseman shall not be liable for demurrage, delays in unloading inbound rail cars, trucks or other vehicles or delays in obtaining and loading rail cars, trucks or other vehicles for outbound shipment. The depositor shall be liable for all such demurrage or detention charges.

(g) A minimum handling and storage charge will be made for each receipt of inbound goods. A minimum monthly charge to one account for storage and/or handling will be made for each receipt of inbound goods. This charge will apply also to each account when one depositor has several accounts, each requiring separate records and billing.

Section 8: DELIVERY REQUIREMENT

(a) No goods shall be accepted, or transferred, or shipped, until the receipt by the warehouseman of complete, legible, comprehensive instructions, duly signed by the depositor. Goods may be delivered upon instructions by telephone in accordance with a prior written agreement where no negotiable receipt is outstanding, provided the warehouseman, under those circumstances, shall not be responsible for loss or error, occasioned thereby. Warehouseman's liability for goods lost due to delivery or shipping errors shall be limited in accordance with the provisions of Section 10 herein.

(b) No goods, enumerated on a negotiable receipt, shall be delivered, or transferred on the books of the warehouseman, unless the receipt, duly endorsed, is surrendered for either cancellation, or for endorsement of partial delivery. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction, plus the posting of security approved by law.

(c) The warehouseman will not be responsible for the payment or correctness of freight rates or extensions.

Section 9: EXTRA SERVICES (SPECIAL SERVICES)

(a) Warehouse labor required for any service other than securing, stowing, storing and shipping will be charged to the depositor.

(b) Special services requested by the depositor including but not limited to compiling of special stock statements, reporting marked weights, serial numbers or other data from packages, physical check of goods, receiving goods not accompanied by a manifest, and handling transit billing will be subject to a charge.

(c) Dunnage, bracing, packing materials, or other special supplies may be provided for the depositor at a charge in addition to the warehouseman's cost.

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- (d) By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge.
- (e) Handling and storage charges for damaged goods will be assessed upon receipt. The warehouseman may refuse to accept damaged goods. If accepted, however, the warehousemen reserves the right to assess reasonable storage charges for damaged goods above the standard rate.
- (f) An extra charge is made for special handling of dunnage and damage-free cars.
- (g) Communications expenses including but not limited to telephone usage, facsimile transmissions, and postage and messenger services will be charged to depositor at net cost for line and machine rental, plus any other expenses incurred in relation thereto.

Section 10. LIABILITY AND LIMITATION OF DAMAGES

- (a) The warehouseman shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from failure by the warehouseman to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances. The warehouseman is not liable for damages that could not have been avoided by the exercise of reasonable care. The warehouseman assumes no responsibility for goods resting in rail cars or trucks parked at the entrance to the warehouse.
- (b) Goods are not insured by warehouseman against loss or injury however caused. Depositor hereby waives all rights of subrogation against warehouseman.
- (c) All goods are secured, stored and shipped at depositor's risk of loss, damage or delay when caused by acts of God, civil or military authority, enemies of the government, insurrections, riots, strikes, civil commissions, seizure under legal process, labor disputes, intentional or malicious acts of third persons or by any cause beyond control of the warehouseman. The depositor specifically agrees that warehouseman shall not be liable for any loss or damages caused by or due to any of the occurrences mentioned in this paragraph, nor shall the warehouseman be held liable for any knowledge of or failure to foresee any such event.
- (d) The warehouseman shall not be responsible for shrinkage or loss in weight, nor for loss or damage to goods resulting from improper or insufficient packing, cooperage, boxing, crating, wear and tear or inherent qualities of the goods. The warehouseman shall not be held responsible for loss of goods by leakage which was not caused by warehouse or for concealed damage. All

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storage and handling charges must be paid on goods lost or damaged due to any causes set forth in this section or any other causes set forth in this agreement.

(e) In the case of goods lost or damaged due to causes for which the warehouseman is responsible, as adjudged by a court of competent jurisdiction, the measure of damage stipulated herein shall be applied.

(f) This warehouse is not liable for damages that **could not** have been avoided by the exercise of due care.

(g) In the event of a loss, warehouseman shall not be liable for an amount exceeding 250 times the base monthly storage rate charged for the damaged goods.

(h) The depositor may request that the warehouse's liability be increased. Such a request must be made in writing. In the event that the warehouse receives a written request for increased liability, the warehouse will then have the option to increase storage rates by a reasonable percentage to be agreed upon by depositor and warehouse.

(i) In case of goods lost or misplaced, the warehouseman shall be allowed fourteen (14) days in which to locate goods after a receipt of a written order.

(j) Perishables or other merchandise which are susceptible to damage through temperature changes, atmospheric conditions, or other causes incident to general storage, may be accepted in general storage, after depositor's written request and acceptance in writing by warehouseman. Notwithstanding the aforementioned, the warehouseman shall not be held responsible for such damages as might result from general storage conditions.

(k) The limitation of liability referred to in Section 10(g) shall be depositor's exclusive remedy against warehouseman for any claim or cause of action whatsoever relating to loss, damage and /or destruction of goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless depositor proves by affirmative evidence that warehouseman misappropriated the goods to its own use. Depositor waives any rights to rely upon any presumption of misappropriation imposed by law. In no event shall depositor be entitled to incidental, special, punitive, or consequential damages.

Section 11. NOTICE OF CLAIMS

(a) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either sixty (60) days after delivery of the goods by the warehouseman or sixty (60) days after the depositor of record or the

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last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss, damage and/or destruction to part or all of the goods has occurred, whichever time is shorter.

(b) No action may be maintained by the depositor or others against the warehouseman for loss or injury to the goods stored unless a timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine (9) months after date of delivery by warehouseman or within nine (9) months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss, damage and/or destruction to part of, or, all of the goods has occurred, whichever time is shorter.

(c) When goods have not been delivered, notice may be given of known loss, damage and/or destruction to the goods by any commercially reasonable means of communications to the depositor of record or to the last known holder of a negotiable warehouse receipt. If notice is given by warehouseman, the time limitation for presentation of a claim in writing and maintaining an action begins on the date of mailing of such notice by warehouseman.

Section 12. LIENS

(a) Warehouseman shall have a lien against the goods covered by this contract or on the proceeds thereof for all charges for storage, transportation (including demurrage and terminal charges), insurance, labor, charges present or future with respect to such goods, advances or loans by warehouseman in relation to the goods and for expenses necessary for preservation of such goods or reasonably incurred on their sale pursuant to law.

(b) Warehouseman further claims a lien on the goods covered by this receipt for all such charges and expenses in respect to any other goods stored by depositor for charges for which depositor is liable in any warehouse owned or operated by warehouseman or its subsidiaries wherever located and whenever deposited and without regard to whether or not the other goods have been delivered. This warehouse claims a lien for all unpaid storage and handling in accordance with the tariffs in effect on the date of such services.

(c) The full amount of charges claimed by warehouseman shall be furnished upon request.

(d) The warehouseman shall have the right to refuse shipment of the goods when monies are due.

(e) The warehouseman has the right to take and to enforce, as provided by law, a security interest in goods for amounts loaned or advanced to the depositor of record.

Section 13. ENFORCEMENT OF WAREHOUSE LIEN

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(a) Warehouse's lien may be enforced by public or private sale of the goods, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after notifying all persons known to claim an interest in the goods. The notification must include a statement of the amount due, the nature of the proposed sale, and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a method different from that selected by the warehouse is not itself sufficient to establish that the sale was not made in a commercially reasonable manner. The warehouse sells in a commercially reasonable manner if the warehouse sells the goods in the usual manner in any recognized market therefor, 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 goods sold. A sale of more goods than apparently necessary to be offered to ensure satisfaction of the obligation is not commercially reasonable, except in cases covered by the preceding sentence. A disclaimer or modification of warranty in a warehouse's disposition of goods is commercially reasonable.

(b) Warehouseman may enforce its lien on goods other than goods stored by a merchant in the course of its business. However, prior to so doing, warehouseman shall:

(1) Send notice to all persons known to claim an interest in the goods; and,

(2) The notification shall include an itemized statement of the claim, a description of the goods subject to the lien, a demand for payment within a specified time not less than ten days after receipt of the notification, and a conspicuous statement that unless the claim is paid within that time the goods will be advertised for sale and sold by auction at a specified time and place.

(3) The sale must conform to the terms of the notification.

(4) The sale must be held at the nearest suitable place to where the goods are held or stored.

(5) After the expiration of the time given in the notification, an advertisement of the sale must be published once a week for two weeks consecutively in a newspaper of general circulation where the sale is to be held. The advertisement must include a description of the goods, the name of the person on whose account the goods are being held, and the time and place of the sale. The sale must take place at least fifteen days after the first publication. If there is no newspaper of general circulation where the sale is to be held, the advertisement

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must be posted at least ten days before the sale in not fewer than six conspicuous places in the neighborhood of the proposed sale.

(c) Before any sale pursuant to this Section, any person claiming a right in the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred in complying with this Section. In that event, the goods may not be sold, but must be retained by the warehouse subject to the terms of the receipt.

(d) A warehouse may buy at any public sale held pursuant to this Section.

(e) A warehouse may satisfy its lien from the proceeds of any sale pursuant to this Section but shall hold the balance, if any, for delivery on demand to any person to which the warehouse would have been bound to deliver the goods.

(f) The rights provided by this Section are in addition to all other rights allowed by law to a creditor against a debtor.

Section 14. CHOICE OF LAW

(a) This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state where the Storage Facility is located, including Article 7 of the Uniform Commercial Code as ratified in that state, notwithstanding its conflict of laws rules.

(b) Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Contract shall be brought only in the appropriate state or federal court in the state where the Facility is located.

Section 15. MISCELLANEOUS

(a) Warehouseman's failure to insist upon strict compliance with any provision herein shall not constitute a waiver or estoppel to later demand strict compliance therewith and shall not constitute a waiver or estoppel to later demand strict compliance with all other provisions contained herein.

(b) In the event that any section of this contract or part thereof shall be declared null, invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

(c) By depositing goods with Warehouseman, Depositor represents and warrants that it is either the lawful owner of the goods which are not subject to any lien or security interest of other, or, is the authorized agent of the lawful owner and any holder of a lien or security interest (which lien

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or security interest is hereby subordinated to the lien and security interest of the Warehouseman) and has full power and authority to enter into this contract. Depositor agrees to notify all parties acquiring any interest in the goods of the terms and conditions provided herein and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this contract.

(d) All notices provided herein may be transmitted by any commercially reasonable means of communication and directed to the appropriate personnel at the Dupuy Facility where the subject goods are located.

(e) This contract supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, representations and undertakings between Dupuy and depositor whether written or oral and shall not be changed, amended or modified, except by written agreement signed by representatives of Dupuy and depositor.

Section 16. SPECIAL PROVISIONS APPLYING TO THE STORAGE OF COFFEE

All storage of coffee will adhere to all storage recommendations and guidelines provided by the Commodity Futures Trading Commission as well as all best practice recommendations of the Green Coffee Association. In accordance therewith, all storage of coffee will be evidenced by eCOPS electronic warehouse receipts.