

WAREHOUSE TERMS AND CONDITIONS

1. Rights to Goods. Customer (identified on the front page) warrants that it is the owner, storer and/or depositor has lawful possession of the Goods and has sole legal right to store and thereafter direct the release and/or delivery of such Goods. Customer agrees to indemnify and hold harmless (including all actual legal fees and costs) Novalink of and from any claim by others relating to ownership, storage and release of the Goods, and/or any other services provided by Novalink under this Warehouse Receipt or otherwise.
2. Services Provided. Novalink shall receive, store and release the Goods in its warehouse facility (individual a "Facility" and collectively the "Facilities"), as indicated on the front hereof. Novalink may provide other services as requested by Customer, at agreed or quoted rates; however, such additional services shall not be provided by Novalink as bailee or warehouseman and all services are always provided pursuant Novalink's Standard Trading Conditions.
3. Rates and Charges. Unless otherwise specified in writing, Novalink's rates for storage, handling and other services shall be as quoted or agreed. A warehouse handling charge shall be paid for placing Goods in storage and for removing Goods from storage for delivery. Novalink's charges may be invoiced and collected by Novalink or its authorized agent. Rates for services provided by third party vendors at Novalink's Facilities may be governed by such third party's applicable tariff, rate sheet and additional terms and conditions. Customer as well as the shipper, owner and consignee of the Goods themselves, shall remain jointly and several liable for all charges of Novalink and any third party vendors.
4. Payment. All charges are net, due and payable without offset or deduction per payment term. Charges due but not paid shall accrue interest at one and half percent (1.5%) per month or eighteen percent (18%) per year from date due until paid in full. In addition, upon Customer's failure to pay any sum when due, all charges relating to all of Customer's Goods stored at any time in the Facilities shall become immediately due and payable. All charges shall be due and payable at the time any Goods are removed from storage.
5. Customer Warranties. In addition to the warranties set forth in section 1 above, Customer warrants that the information as to count, weight, description and condition of the Goods set forth on any delivery documents are accurate and may be relied upon by Novalink for all purposes, including without limitation, for the purpose of any bill of lading or other shipping document. Customer further warrants that all individual packages, pieces and items are clearly marked and that all Goods requiring refrigeration have a core temperature equal to or colder than the temperature at which such Goods are to be stored. Customer agrees that Goods received by Novalink may be stored at the ambient temperature maintained at the Facility identified, unless the special written instructions have been provided to the contrary, and Novalink shall not be responsible for loss or damage to Goods without special instructions stored at the ambient temperature routinely maintained at the Facility. Customer acknowledges that no freezer, chill or other refrigeration services are available at any Facility unless expressly stated by Novalink in writing. Customer shall under no circumstances deposit any monies, securities, jewellery, consumable, flammable or noxious Goods or any illegal or dangerous products or substances whatsoever. Customer shall be solely responsible for and shall defend, indemnify and hold Novalink harmless from and all consequences directly or indirectly arising from any breach of the above obligations.
6. Lien and Security Interest. Novalink shall have a contractual and a warehouseman's lien upon all Goods and other property deposited with it by Customer or otherwise within its possession and upon the proceeds from the sale thereof for all charges provided herein, including charges for storage, handling, processing, transportation and/or labor and all other charges and expenses relating to all lots of the Customer's Goods stored any time in any Facility, whether due or not, and also for all reasonable charges and expenses for notice, advertisement and sale of the Goods where arising from Customer default including all costs, legal fees and other expenses incurred in enforcing such lien, collecting charges or defending itself in the event Novalink is made party to any litigation concerning such Goods and/or property. This lien may be enforced by Novalink at any time. In addition, Customer grants a security interest to Novalink in the Goods and all proceeds derived from Goods for all charges and expenses other than described above (including money advanced and interest), whether incurred before or after delivery, and Customer agrees to execute and deliver all such documents as may be required to perfect such security interest. If Goods are transferred in a Facility from the account of one party to another and should the charges relating to such Goods not be paid in full on the date of such transfer, the lien for such charges shall attach to the Goods retained in the warehouse by the transferor and to the Goods transferred to the transferee. Novalink may require a transferee to acknowledge such lien rights prior to such transfer.
7. Additional to Storage Lot. Additional Goods or property hereafter delivered by Customer as part of this lot while this Warehouse Receipt is outstanding shall be deemed to be included herein and shall be subject to these Warehouse Terms and Conditions.
8. Corrections. Unless written notice is given to Novalink within ten (10) days after receipt hereof by Customer, this Warehouse Receipt shall be deemed complete and correct.
9. Termination. Novalink may, upon thirty (30) days written notice to Customer, with or without cause, require the removal of the Goods or any portion thereof and payment of all charges hereunder, whether or not there has been default by Customer. If the Goods are not removed, Novalink may sell the Goods and exercise any other rights it may have by law. Without limiting the foregoing, Novalink may require removal of the Goods or any portion thereof upon without written notice if in its opinion the Goods have or may deteriorate in value to less than the amount of Novalink's lien on such Goods.
10. Liability of Novalink. Novalink shall be responsible for exercising reasonable care under the circumstances, and shall not be liable for any loss, damage or injury to the Goods that could not have been avoided by the exercise of such reasonable care. Novalink shall not bear any responsibility for Goods not expressly listed on the face of the Warehouse Receipt.
11. All Goods are stored at Customer and owner's risk of loss, damage or delay in the delivery caused by or through inaccuracies, obliteration or absence of marks, numbers, address or description, act of God, irresistible force, enemies of the Queen, civil or military authorities, insurrection, riot, strikes, picketing or any other labour trouble, water, steam, sprinkler leakage, floods, rain, wind, storm, fire, frost, vermin, heating or corruption, deterioration, drainage, dampness, rust, decay, collapse of the building, inevitable accident, depreciation or perishing by elapse of the time, changes in temperature, contact with or odours from other goods, inherent defects, lack of any special care or precaution, injury to articles insufficiently protected or arising from the nature of the Goods, loss in weight, insufficient coopeage, boxing, crating or packing, ordinary wear and tear in handling, leakage, concealed damage or any cause beyond the direct control of the Novalink or failure to detect any of the foregoing. All storage and other applicable charges must be paid on goods stored for an additional time, or lost or damaged by any of the above causes.
12. In the event of loss, damage, shortage, failure to deliver and/or misdelivery involving the Goods for which Novalink is legally liable, including the negligence of Novalink its servants or agents, Novalink shall be responsible only to the extent of the actual cost to repair, restore and/or replace such Goods, or fifty (50) cents per pound for such Goods, or five hundred (500) dollars, whichever is less. Customer agrees that the foregoing shall be its exclusive remedy against Novalink for any claim or cause of action whatsoever relating to the Goods or services hereunder. In no event shall Customer be entitled to recover any damages for loss of profit, delay, demurrage, detention, time penalties, or any kind of special damages, or indirectly resulting or consequential damages of any type or nature whether resulting from the negligence of Novalink, its servants or agents or otherwise.
13. Liability of Customer. It is the Customer's responsibility to provide Novalink in advance with detailed, written information and instructions on any Goods that may be considered hazardous, whether or not they are regulated under the Transportation of Dangerous Goods Act or other applicable legislation. If the Customer fails to do so, Novalink shall have the right to refuse to accept such Goods when tendered for storage or other services and shall not be liable for any loss, misconsignment or damage of any nature to such Goods. Customer warrants that the Goods, the packaging and marking thereof comply in all respects with the provisions of any federal or provincial legislation or regulations governing the handling or storage of dangerous goods. Customer assumes all liability for costs incurred and/or damages resulting from its failure to do so.
14. Customer shall indemnify, defend and hold Novalink (including its officers, directors, parent and affiliated companies, employees, servants and agents) harmless from and against any loss, liability, damage, penalty, demand, expense, claim of whatever type or nature by or on behalf of any person, including but not limited to damage or destruction of property or injury (including death) to any person, arising out of any Goods, whether hazardous, dangerous or otherwise, being stored at the Facility or tendered for transportation or handled by third parties retained by Novalink.
15. Where loss or damage occurs to stored Goods for any reason for which Novalink is not liable, Customer shall be responsible for all costs associated with removing and disposing of such Goods and the cost of any related environmental cleanup or site remediation.
16. Insurance. The Goods are not, and shall not at any time be, insured by Novalink. It is agreed that the charges assessed hereunder do not include any insurance coverage. Customer shall be responsible for insuring the Goods.
17. Access and Delivery. The Goods shall be ready for pick up upon forty eight (48) hours notice and presentation of a release order executed by Customer, provided that all charges have been paid in full. Novalink shall not be responsible for any delay. No transfer of this Warehouse Receipt shall be recognized unless all charges are paid, the transfer is entered on Novalink's books and an additional charge is assessed therefor. An additional transfer charge will also be assessed for any access to or partial delivery of Goods. If Novalink has been unable to remove/deliver the Goods due to causes beyond its control, the Goods shall be automatically subject to storage charges for the next succeeding storage period. Customer shall be responsible for all shipping, handling and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of Goods, and Customer agrees to indemnify and hold harmless (including legal fees and costs) Novalink of and from any liability, expenses and cost arising out of and/or relating to any claim made by any such carrier and/or third party.
18. Claims. Customer shall notify Novalink in writing of any loss, damage, shortage, failure to deliver and/or misdelivery of Goods within three (3) business days from the date and time when such issue was initially discovered by Customer. Customer must retain and permit Novalink to inspect such Goods. All claims must be presented to Novalink in writing within thirty (30) days after discovery of such loss, damage, storage, failure to deliver and/or misdelivery, and any lawsuit must be commenced within nine (9) months following the date of the earliest of the loss, damage, shortage, failure to deliver and/or misdelivery of the Goods. Failure to comply with any of the foregoing shall preclude Customer from maintaining any claim or suit against Novalink.
19. Law and Forum. This Warehouse Receipt shall be construed in accordance with and governed by the laws of British Columbia, Canada. Any dispute arising from or relating to this Warehouse Receipt, its execution or its interpretation shall fall within the exclusive jurisdiction of the courts of British Columbia in Vancouver.
20. Severability. Novalink's failure to insist upon the strict compliance with any provision hereof shall not constitute a waiver or estoppel of its right to later demand strict compliance. If any provision hereof is found to be invalid, illegal and/or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall remain intact.
21. Counterparts and Electronic Signature. The Warehouse Receipt may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. A Warehouse Receipt containing an electronic signature or a copy of an original signature shall be deemed to be an original signature.
22. Integration. The headings used in these Warehouse Terms and Conditions are for convenience of reference only, and may not be construed so as to give any substantive meaning. For Goods in storage, this Warehouse Receipt, Novalink's Standard Trading Conditions, any applicable third party tariff provisions and any rate sheet or release order issued in connection herewith constitute the entire agreement between Novalink and Customer, and may not be altered or amended unless in writing and signed by both parties.