

STANDARD TERMS AND CONDITIONS

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TRT International LTD: STANDARD TERMS AND CONDITIONS

ACCEPTANCE -- SEC. 1

The act of tendering goods described herein for storage or other services, including, but not limited to, warehousing, import, export, outturn, or transport by TRT International LTD shall constitute acceptance by the customer of the terms and conditions set forth herein.

SHIPPING TO TRT INTERNATIONAL LTD -- SEC. 2

Customer agrees not to ship goods to TRT INTERNATIONAL LTD as the named consignee. If in violation of this agreement, goods are shipped to TRT INTERNATIONAL LTD as the named consignee, Customer agrees to notify the carrier, with a copy of such notice to TRT INTERNATIONAL LTD, that TRT INTERNATIONAL LTD is a warehouse and has no beneficial title or interest in such property. Customer further agrees to indemnify and hold harmless TRT INTERNATIONAL LTD from any and all claims for unpaid transportation charges, including, but not limited to, undercharges, demurrage, detention, or charges of any nature, in connection with goods so shipped. Customer further agrees that if it fails to notify the carrier as required by the preceding sentence, TRT INTERNATIONAL LTD shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such goods.

TENDER OF GOODS TO TRT INTERNATIONAL LTD - SEC. 3

All goods shall be delivered to TRT INTERNATIONAL LTD marked and packaged for handling. The Customer 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 and other services desired.

STORAGE PERIOD AND CHARGES -- SEC. 4

Storage charges are billed in advance on the first day of each month. All other charges will be billed in accordance with the customary practice of TRT INTERNATIONAL LTD.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS - SEC. 5

(a) Instructions to transfer goods on the books of TRT INTERNATIONAL LTD are not effective until delivered to and received by TRT INTERNATIONAL LTD, and all charges up to the time the transfer is made are chargeable to the Customer of record. If a transfer involves rehandling the goods, such rehandling will be subject to a charge at TRT INTERNATIONAL LTD's standard rates.

(b) TRT INTERNATIONAL LTD reserves the right to move at its expense 14 days after a notice is sent by mail, facsimile or electronic mail to the Customer of record, any goods in storage from the warehouse in which they may be stored to any of its other warehouses. TRT INTERNATIONAL LTD shall store

the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings which comprise its warehouse complex.

(c) If as a result of quality or condition of the goods which TRT INTERNATIONAL LTD was not placed on written notice of at the time the goods were tendered to TRT INTERNATIONAL LTD, the goods are determined by TRT INTERNATIONAL LTD to be a hazard to other property or to the warehouse or to persons, TRT INTERNATIONAL LTD may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. The sale will not occur until at least fifteen (15) days after notice to Customer, unless the goods are perishable. If the goods are perishable, the sale may occur immediately upon notice to the Customer. If TRT INTERNATIONAL LTD, after a reasonable effort, is unable to sell the goods or cannot complete a sale, it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the goods, TRT INTERNATIONAL LTD may remove the goods from the warehouse and shall incur no liability by reason of such removal.

(d) Customer agrees that when TRT INTERNATIONAL LTD releases goods to Customer or its authorized representative, including, but not limited to, any common carrier or bailee engaged by Customer, TRT INTERNATIONAL LTD will have no further obligation or responsibility to Customer or for the goods. A signed receipt to TRT INTERNATIONAL LTD without exception as to loss or damage shall be conclusive evidence that the goods were not lost or damaged while in the possession of TRT INTERNATIONAL LTD.

(e) Customer agrees that goods which have been cleared by U.S. Customs for release must be picked up within 30 days unless alternative arrangements for storage are made with TRT INTERNATIONAL LTD. Goods not picked up by Customer within thirty (30) days shall be deemed abandoned and subject to the provision set forth below.

(f) Lien. TRT INTERNATIONAL LTD shall have a lien upon any and all property deposited by Customer for all charges for all services and costs incurred in the preservation of property and for all charges and expenses for notice and advertisement of sale and the sale of the property where Customer has defaulted on its obligations to TRT INTERNATIONAL LTD or has otherwise breached the terms and conditions of this agreement. This lien may be enforced at any time by public or private sale of the goods in accordance with the provisions of the Uniform Commercial Code without judicial hearing.

HANDLING -- SEC. 6

(a) The handling charge covers the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, and returning goods to the warehouse door.

(b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge at the agreed-upon rates. Additional expenses incurred by TRT INTERNATIONAL LTD in receiving and

handling damaged goods and additional expense in unloading from or loading into cars or trailers or other containers not at the warehouse door will be charged to the Customer at the customary rates.

(c) TRT INTERNATIONAL LTD shall not be liable for demurrage, detention, delays in unloading inbound cars, trailers, or other containers, as well as delays in obtaining and loading cars, trailers or other containers for outbound shipment unless TRT INTERNATIONAL LTD fails to exercise reasonable care. In the event that TRT INTERNATIONAL LTD fails to exercise reasonable care, Customer agrees that the liability of TRT INTERNATIONAL LTD shall be limited to \$0.50 per pound not to exceed \$500 per total shipment or warehouse receipt unless otherwise agreed in writing by the parties.

DELIVERY REQUIREMENTS -- SEC. 7

(a) No goods shall be delivered or transferred except upon receipt by TRT INTERNATIONAL LTD of complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, Email, or similar communication. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone in accordance with a prior written authorization, but TRT INTERNATIONAL LTD shall not be responsible for loss or error occasioned thereby.

(b) When Customer requests goods from the warehouse, Customer shall give TRT INTERNATIONAL LTD enough time to carry out the instructions.

EXTRA SERVICES (SPECIAL SERVICES) -- SEC. 8

Warehouse labor required for services other than ordinary handling and storage will be charged to the Customer at the customary rates of TRT INTERNATIONAL LTD.

LIABILITY AND LIMITATION OF DAMAGES -- SEC. 9

(a) In consideration of the rate charged, it is agreed that the liability of TRT INTERNATIONAL LTD shall be that of an ordinary bailee. TRT INTERNATIONAL, LTD shall undertake to exercise reasonable care in the storage, transport, and handling of the goods. TRT INTERNATIONAL, LTD is not an insurer of the goods and will be liable only for loss or damage caused by its failure to exercise reasonable care in providing the requested services. Customer acknowledges that it should maintain its own insurance on its goods for loss or damage while in the possession of TRT INTERNATIONAL LTD, and that such insurance shall be for the benefit of Customer and TRT INTERNATIONAL LTD.

In the event that TRT INTERNATIONAL LTD fails to exercise reasonable care in providing the services requested, Customer agrees that the liability of TRT INTERNATIONAL LTD shall be limited to \$0.50 per pound not to exceed \$500 per total shipment or warehouse receipt unless otherwise agreed in writing by the parties. Where damage occurs to goods for which TRT INTERNATIONAL LTD is not

liable, the Customer shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental cleanup and site remediation.

NOTICE OF CLAIM AND FILING OF LAWSUIT -- SEC. 10

(a) Customer shall notify TRT INTERNATIONAL LTD of Customer's claim or claims in writing within a reasonable time but no later than 90 days after delivery of the goods or notification to the Customer that loss or damage to part or all of the goods has occurred.

(b) No action may be maintained by Customer or others against TRT INTERNATIONAL LTD for loss or damage to the goods stored unless such action is commenced within nine months after delivery of the goods or notification to the Customer that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(c) When goods have not been delivered or there is loss or damage to goods, notice may be given of known loss or injury to the goods by fax, EDI, email, regular mail or similar communication.

LIABILITY FOR CONSEQUENTIAL DAMAGES -- SEC. 11

TRT INTERNATIONAL LTD shall not be liable for any loss of profit or special, indirect or consequential damages of any kind.

LIABILITY FOR MISSHIPMENT - SEC. 12

If TRT INTERNATIONAL LTD negligently misships goods due to its fault only, it shall pay reasonable transportation charges to redeliver the goods, but no more than \$500. If the consignee fails to return the goods, TRT INTERNATIONAL LTD is liable for lost or damaged goods only as specified in Section 9 above. In no event will TRT INTERNATIONAL LTD be liable for any associated costs, damages, chargebacks or expenses.

UNEXPLAINED DISAPPEARANCE -- SEC. 13

TRT INTERNATIONAL LTD shall not be liable for the loss of goods due to inventory shortage or unexplained disappearance of goods unless Customer establishes that such loss occurred due to TRT INTERNATIONAL LTD's failure to exercise the care required of TRT INTERNATIONAL LTD under Section 9 above, and merchandise shortages are more than 10% of goods received by TRT INTERNATIONAL LTD.

TRT INTERNATIONAL LTD shall be entitled to offset any overage on other items which are held for the account of Customer. Customer agrees that no shortage will constitute conversion in the absence of evidence that the goods were actually converted by TRT INTERNATIONAL LTD. In the event that

TRT INTERNATIONAL LTD fails to exercise reasonable care in providing the services requested, Customer agrees that the liability of TRT INTERNATIONAL LTD shall be limited to \$0.50 per pound not to exceed \$500 per total shipment or warehouse receipt unless otherwise agreed in writing by the parties.

RIGHT TO STORE GOODS -- SEC. 14

Customer represents and warrants that Customer has lawful possession of the goods and has the right and authority to tender those goods to TRT INTERNATIONAL LTD. Customer agrees to indemnify and hold harmless TRT INTERNATIONAL LTD from all loss, cost, and expense (including reasonable attorneys' fees) which TRT INTERNATIONAL, LTD pays or incurs as a result of any dispute or litigation, whether instituted by TRT INTERNATIONAL LTD or others, respecting Customer's right, title, or interest in the goods. Such amounts shall be charges in relation to the goods and subject to TRT INTERNATIONAL LTD's lien.

ACCURATE INFORMATION -- SEC. 15

Customer will provide TRT INTERNATIONAL LTD with information concerning the goods, which is accurate, complete, and sufficient to allow TRT INTERNATIONAL LTD to comply with all laws and regulations concerning the storage, handling and transporting of the goods. Customer will indemnify and hold TRT INTERNATIONAL LTD harmless from all loss, cost, penalty, and expense (including reasonable attorneys' fees) which TRT INTERNATIONAL, LTD pays or incurs as a result of Customer failing to fully discharge this obligation. Customer shall inform TRT INTERNATIONAL LTD in writing of any change in Customer's address.

SEVERABILITY and WAIVER -- SEC. 16

(a) If any provision of these terms and conditions, or any application thereof, should be construed or held to be void, invalid, or unenforceable, by order, decree, or judgment of a court of competent jurisdiction, the remaining provisions of this receipt shall not be affected thereby but shall remain in full force and effect.

(b) TRT INTERNATIONAL LTD's failure to require strict compliance with any provision of these terms and conditions shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision of these terms and conditions.

(c) These terms and conditions shall be binding upon the Customer's heirs, executors, successors, and assigns, contain the sole agreement governing goods stored with TRT INTERNATIONAL LTD and cannot be modified except by writing signed by TRT INTERNATIONAL, LTD.

DISPUTE RESOLUTION – SEC. 17

(a) In case of any dispute between the parties in connection with this Agreement, the parties shall endeavor to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures.

(b) Any dispute arising out of or relating to this Agreement, including, but not limited to, the breach, termination or validity thereof, which has not been resolved by mediation within 45 days after initiation of the mediation procedure, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the date of this Agreement, by three independent and impartial arbitrators, none of whom shall be appointed by either party, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Newark, New Jersey.

CHOICE OF LAW – SEC. 18

The laws of the State of New Jersey govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

FORCE MAJEURE EVENT – SEC. 19

“Force Majeure Event” means an event, which prevents a party from performing its obligations under this Agreement, is unforeseeable for the party, and over which the party has no control (the “Force Majeure Event”). The Force Majeure Event includes but is not limited to:

- (a) severe weather, such as, but not limited to, earthquakes, drought, tsunami, extreme heat or cold;
- (b) enactment of a statute or regulation that makes this Agreement or any part of it invalid, illegal, or unenforceable;
- (c) wars, other hostilities, requisitions, or embargoes, revolutions;
- (d) crimes and other international and unintentional acts;
- (e) riots, commotions, strikes, lock outs or disorders; or
- (f) acts or threats of terrorism.

Neither party is considered in breach of this Agreement if the party does not perform its obligations due to a Force Majeure Event.

A party that is not able to perform its obligations due to a Force Majeure Event shall give Notice to the other party, indicating the delay or impossibility of performance, no later than one day after the party becomes aware of the Force Majeure Event.

If due to a Force Majeure Event a party is not able to perform its obligations under this Agreement, that party is relieved of the obligation for the period during which it is prevented from performing the obligation. If the consequences of a Force Majeure Event that prevent the party from performing its obligations disappear, the party shall perform the obligation within a reasonable time and not to the detriment to its other obligations that it owes to third parties.

The party affected by a Force Majeure Event bears all expenses incurred as the result of the Force Majeure Event.