

- 1) Applicability. SC Rigging LLC ("SCR") shall provide warehousing, storage, handling, delivery, and related services (the "**Services**") for the goods described on the Warehouse Receipt (the "**Goods**") on behalf of the depositor named on the Warehouse Receipt ("**Depositor**") pursuant to these terms and conditions, the quotations, terms, and conditions contained on the Warehouse Receipt (collectively, the "**Warehouse Terms and Conditions**") and, where applicable, SCR's Terms and Conditions of Sale, located [at www.scrigging.com/standard-commercial-terms/](http://www.scrigging.com/standard-commercial-terms/). SCR shall provide the Services in its warehouse facility identified on the Warehouse Receipt ("**Warehouse Services**"). If SCR provides additional services, including the special handling services set forth on the Warehouse Receipt, it shall provide them (a) for the additional fees set forth in Section 7, and (b) solely as agent for Depositor, and not as a bailee or warehouseman.
- 2) Acceptance. These Warehouse Terms and Conditions, including the charges that may be assigned and invoiced by SCR as described on the Warehouse Receipt, shall be accepted by Depositor either by Depositor's signature on the Warehouse Receipt or Depositor's tender of Goods for storage at the Warehouse or SCR's place of business. SCR may refuse to accept any goods tendered for storage by Depositor if (a) Depositor fails to provide an adequate description of the goods tendered for storage; (b) the goods tendered for storage do not conform to the description contained on the Warehouse Receipt; and/or (c) Depositor fails to provide an adequate description of the additional services, if such services are requested. Any other goods tendered by Depositor to SCR as part of this lot, while these Warehouse Terms and Conditions are in effect, constitute Goods under these Warehouse Terms and Conditions.
- 3) Tender of Goods for Storage.
 - a) Depositor represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with SCR and thereafter direct the release and/or delivery of the Goods. Unless otherwise agreed by the parties in writing, Depositor shall (a) tender any Goods for storage only during SCR's posted business hours for the Warehouse; (b) tender all Goods to the Warehouse properly marked and packed for storage and handling; (c) provide SCR with information concerning the tendered goods that is accurate, complete, and sufficient to complete the Warehouse Receipt and to allow SCR to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; and (d) furnish at or prior to tender of the Goods for storage a manifest in a form approved by SCR listing any categories of Goods, brands, or sizes to be separately kept and accounted for.
 - b) SCR reserves the right, in its sole and absolute discretion, to charge Depositor a flat fee of \$1,000 USD in the event that Depositor fails to timely and adequately identify and/or associate itself with the Goods tendered for storage prior to their arrival at the Warehouse or SCR's other place of business. Depositor agrees to indemnify, defend, and hold harmless SCR, its affiliates and their officers, directors, employees, agents, successors and assigns, from and against any costs, liabilities, actions, penalties, or expenses of any kinds associated with Depositor's failure to provide SCR with information concerning the tendered goods that is accurate, complete, and sufficient.
 - c) All equipment must be disconnected and ready to move prior to SCR arrival, electrical and plumbing connection are excluded from quote.
 - d) This quote assumes that all fluids are drained prior to the commencement of work. Any decontamination requirements are the responsibility of customer or 3rd party contractor.

- e) Before tendering Goods that require specialized handling or which are dangerous or hazardous, Depositor must identify the Goods and special handling requirements to SCR in writing, and SCR must specifically agree to store such Goods. Depositor is solely responsible for providing complete and accurate handling and storage instructions for such Goods, including any applicable safety procedures. If such Goods create a risk of harm to persons or property, or if continued storage becomes impractical, SCR may require Depositor to take delivery of such Goods, or may dispose of such Goods at Depositor's risk and expense. Depositor agrees to indemnify, defend, and hold harmless SCR, its affiliates and their officers, directors, employees, agents, successors and assigns, from and against any costs, liabilities, actions, penalties, or expenses of any kinds associated with or arising out of Goods that require specialized handling or which are dangerous or hazardous, whether or not such specialized handling or dangerous or hazardous condition is made known to SCR.
 - f) For all Goods shipped to the Warehouse, Depositor shall ensure that the bill of lading or other contract of carriage ("**Transportation Contract**") (a) identifies Depositor as the named consignee, in care of SCR, and (b) does not identify SCR as the consignee. If any Goods are shipped to the Warehouse naming SCR as named consignee on the Transportation Contract, Depositor shall promptly notify the carrier in writing that Warehouse is (x) the "in care of party" only and (y) does not have any beneficial title or interest in the Goods. SCR may refuse to accept any Goods tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Goods. Depositor agrees to indemnify, defend, and hold harmless SCR, its affiliates and their officers, directors, employees, agents, successors and assigns, from and against any costs, liabilities, actions, penalties, or expenses of any kinds associated with the improper declaration of SCR as consignee.
- 4) Indemnity(3rd party claims). Depositor agrees to indemnify, defend, and hold harmless SCR, its affiliates and their officers, directors, employees, agents, successors and assigns (collectively, "**Indemnified Party**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention or related charges and attorneys' fees, fees, and the costs of enforcing any right to indemnification under these Warehouse Terms and Conditions and the cost of pursuing any insurance providers, relating to or arising out of the Services or Depositor's negligence, willful misconduct, or breach of these Warehouse Terms and Conditions (each, a "**Warehouse Claim**"). Depositor shall not enter into any settlement of a Warehouse Claim without SCR's or Indemnified Party's prior written consent.
- 5) Access and Release of Goods. SCR shall use all reasonable efforts to release the Goods to Depositor or its designee within a reasonable time after SCR's receipt of Depositor's written instructions to do so (each, a "**Release Order**"), provided that all charges have been paid in full. SCR may, without liability, rely on any information contained in any instructions or other communication from Depositor. Depositor shall be responsible for all shipping, handling, and other charges assessed by carriers and other third parties in connection with the delivery and/or other shipment of the Goods. A Release Order providing instructions to transfer Goods on the books of SCR to any other depositor of goods in the Warehouse will not be effective until such Release Order is delivered to and accepted by SCR. The depositor of record shall be responsible for all charges up to the time the actual transfer of the applicable Goods is made. When Goods in storage are transferred from one party to another through issuance of

a new warehouse receipt, a new storage date for the transferee will be established effective on the date of transfer. SCR may move, upon reasonable notice to Depositor any Goods in storage from the Warehouse to any of the other warehouses belonging to or operated by SCR. SCR may, without notice, move the Goods within the Warehouse in which the Goods are stored.

- 6) Warehouse Lien. SCR shall have a lien on the Goods and upon the proceeds from the sale thereof to secure Depositor's payment of all fees, charges, and expenses hereunder in connection with the storage, transportation, preservation, and handling of the Goods. SCR may enforce this lien at any time, including, by selling all or any part of the Goods in accordance with applicable law.
- 7) Storage Charges. Depositor shall pay the total charges set forth on Warehouse Receipt or otherwise identified by SCR through a quote or invoice. All Goods are stored on a month-to-month basis. All charges for storage are per package, or other unit specified on the Warehouse Receipt, per month. Notwithstanding the above, (a) a full month's storage charge will apply to all Goods received between the first and the 15th, inclusive, of a calendar month; (b) one-half month's storage charge will apply to all Goods received between the 16th and last day, inclusive, of a calendar month; and (c) a full month's storage charge will apply to all Goods in storage on the first day of a calendar month. Standard services are limited to the ordinary labor involved in receiving tendered Goods at the warehouse door, placing Goods in storage, and returning Goods (that are to be dispatched from the Warehouse) to warehouse door. Additional charges apply to additional services as set forth on the Warehouse Receipt. All charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Depositor. Depositor shall be responsible for all such charges, costs, and taxes; provided, that, Depositor shall not be responsible for any taxes imposed on, or with respect to, SCR's income, revenues, gross receipts, personnel, or real or personal property.
- 8) Payment Terms. Unless otherwise agreed by the parties in writing, Depositor shall pay all storage charges for each storage period in advance for (a) the initial month or partial month on the first day of storage and (b) each succeeding months on the first day of such month. All charges for other Services are due and payable within ten (10) days from the date of invoice; provided that charges related to an entire lot of Goods shall be due and payable at the time the entire lot of Goods is removed from storage. Depositor shall make all payments hereunder as specified by SCR in writing which may include wire transfer, check or other means, and in US dollars. Depositor shall pay interest on all late payments at the greater of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated and compounded daily from the date due until paid in full. Depositor shall reimburse SCR for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Warehouse Terms and Conditions or at law (which SCR does not waive by the exercise of any rights hereunder), SCR shall be entitled to suspend the release of any Goods or cease performance of any services if Depositor fails to pay any amounts when due hereunder. In addition, SCR reserves the right to require payment in full of all amounts owed by Depositor in advance of the release of the related Goods. Depositor shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with SCR, whether relating to SCR's breach, bankruptcy, or otherwise.
- 9) Limited Warranty. SCR shall not be liable for any loss or damage to the Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by

SCR to exercise the level of care with regard to the Goods that a reasonably careful person would have exercised under the circumstances. SCR is not liable for damages which could not have been avoided by the exercise of such care. Any presumption of conversion under applicable law shall not apply to a loss with respect to any Goods, and a claim for conversion must be established through evidence that SCR converted the Goods to its own use. Depositor shall permit SCR to inspect any damaged Goods for which a claim is submitted hereunder. SCR shall not be liable for any breach of this Section 9 unless (a) Depositor gives written notice of any claim to SCR within 10 days release of the Goods by SCR; and (b) Depositor is notified by SCR that loss or damage to part or all of the Goods has occurred, as the case may be, reasonably described. No lawsuit or other action may be maintained by Depositor against SCR for loss or damage to the Goods unless a timely written claim has been given by Depositor as provided in the previous sentence and unless such lawsuit or other action is commenced no later than the earlier of: (x) three (3) months after the date of delivery of the Goods to Depositor or its nominee by SCR or (y) three (3) months after Depositor is notified by SCR that loss or damage to part or all of the Goods has occurred. **IN NO EVENT SHALL SCR'S LIABILITY UNDER THIS SECTION 9 EXCEED THE ACTUAL COST TO REPAIR, RESTORE, AND/OR REPLACE ANY DAMAGED GOODS, OR (B) THE TOTAL OF THE AMOUNTS PAID TO SCR FOR THE SERVICES RENDERED HEREUNDER DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY ROSE, WHICHEVER IS LESS. THE REMEDIES SET FORTH IN THIS SECTION 9 SHALL BE DEPOSITOR'S SOLE AND EXCLUSIVE REMEDY AND SCR'S ENTIRE LIABILITY FOR ANY BREACH OF SCR'S OBLIGATIONS SET FORTH IN THIS SECTION 9.**

10) Limitation of Liability.

- a) **IN NO EVENT SHALL SCR 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 ANY PROVISION OF THESE WAREHOUSE TERMS AND CONDITIONS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY DEPOSITOR OR COULD HAVE BEEN REASONABLY FORESEEN BY DEPOSITOR, 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. IN NO EVENT SHALL SCR'S AGGREGATE LIABILITY UNDER THESE WAREHOUSE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, SCR'S LIABILITY UNDER SECTION 9 OF THESE WAREHOUSE TERMS AND CONDITIONS, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SCR FOR THE SERVICES RENDERED HEREUNDER DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.**
- b) In the case of loss or damage to Goods for which SCR is not liable, Depositor shall be responsible for all charges incurred in removing and disposing of such Goods, including any environmental clean-up and remediation costs related to such Goods and their removal and disposal.
- c) SCR is not responsible for any damages to equipment that arrives wrapped, sealed or crated and shows no visible indications of damages.

- d) SCR's liability for damage to any piece of machinery or equipment caused by SCR while moving or rigging such piece shall not exceed \$100,000 unless specifically stated otherwise through declared value(s). A higher liability limit or declared value for individual pieces of high value machinery or equipment may be obtained upon Customer's request if Customer documents the value of such pieces and pays SCR's inland marine insurance surcharge for insurance coverage up to such value, all in advance of the commencement of the work.

11) Exclusions. Unless specifically noted, SCR does not include in its price provision for any of the following, and should any of the following occur Customer shall pay all costs incurred by SCR:

- a) Pumping, emptying and cleaning pits, tanks, etc. Prior to SCR's commencement of its work, Customer shall pump and clean pits and remove all fuel, oil, or other hazardous materials or substances from any tanks, vessels, piping or equipment to be moved by SCR.
- b) Hazardous material testing, removal, abatement, encapsulation and/or consequent delays or work due to discovery or existence of hazardous materials which impact the project.
- c) Tie-rod, crown, gear, wheel, bearing, fastener or other disassembles or removals that due to unseen corrosion, damage or excessive or unusual wear, requires additional labor, materials and/or equipment beyond the allowance provided for that work in the proposal or work agreement.

12) Termination. In addition to any remedies that may be provided under these Warehouse Terms and Conditions, SCR may terminate these Warehouse Terms and Conditions with immediate effect upon written notice to Depositor, if: (a) Depositor fails to pay any amount when due under these Warehouse Terms and Conditions; (b) Depositor has not otherwise performed or complied with its obligations under any of the provisions contained in these Warehouse Terms and Conditions, in whole or in part; (c) Depositor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (d) the Goods are or become a hazard to other property within the Warehouse or to the Warehouse itself or to persons as a result of the quality or condition of the Goods; or (e) the Goods are about to deteriorate or decline in value to less than the amount of the warehouse lien set forth in Section 5 before the end of the next succeeding storage month. These Warehouse Terms and Conditions will terminate without notice by either party if no storage or other services are performed hereunder for a continuous period of six months. In addition, SCR may terminate these Warehouse Terms and Conditions at any time upon 30 days' prior written notice and with or without any cause or reason being given or required. If these Warehouse Terms and Conditions are terminated for any reason, Depositor shall promptly arrange the removal of all Goods from the Warehouse, subject to payment of all outstanding fees and charges due hereunder. If Depositor does not promptly remove such Goods, SCR may without liability remove the Goods and sell the Goods at public or private sale without advertisement and with or without notification to all persons known to claim an interest in the Goods (to the last known place of business of the person to be notified) in the manner provided by law. If SCR, after a reasonable effort, is unable to sell the goods, it may dispose of them without liability in any lawful manner.

- 13) Waiver. No waiver by SCR of any of the provisions of these Warehouse Terms and Conditions is effective unless explicitly set forth in writing and signed by SCR. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Warehouse Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 14) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations of Depositor to make payments to SCR, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give prompt notice of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section, the other party may thereafter terminate this Agreement immediately upon written notice.
- 15) Third-Party Beneficiaries. These Warehouse Terms and Conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms. Notwithstanding the foregoing, all limitations upon, and exceptions and defenses to, liability granted to SCR shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of SCR and the owners, directors, officers, employees, and agents of each of the foregoing. Depositor agrees that SCR's officers, directors, employees, agents, affiliates, successors, and permitted assigns are third-party beneficiaries of the indemnification provision, Section 4 of these Warehouse Terms and Conditions.
- 16) Choice of Law and Forum. All matters arising out of or relating to these Warehouse Terms and Conditions shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action, or proceeding arising out of or relating to these Warehouse Terms and Conditions shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 17) Integration. These Warehouse Terms and Conditions and, if applicable, SCR's Standard Terms and Conditions of Sale, constitute the sole and entire agreement of the parties with respect

to the subject matter of these Warehouse Terms and Conditions, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

- 18) Counterparts. These Warehouse Terms and Conditions may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A PDF or other electronically transmitted signature shall be treated as an original signature hereunder.
- 19) Headings. Headings in these Warehouse Terms and Conditions are for convenience of reference only, and are not to be used in any interpretation of the agreement between the parties.