

## Customer Terms and Conditions

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These Customer Terms and Conditions Terms and Conditions (the “Terms and Conditions”), together with the written price quotations and other terms and/or conditions published on Company’s Website (as defined below) as well as any prices and other terms published Company’s rate card brochure (“**Company Rate Brochure**”) (each, incorporated herein by reference), each which may from time to time be amended by Company in its sole discretion, constitute the entire agreement between you (hereinafter the “**Customer**”) and PSTV B2, LLC (“**Company**”) with respect to the subject matter of this Terms and Conditions, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. or Customer and Company may herein be referred to as “**Parties**” each a “**Party**”.

IMPORTANT INFORMATION REGARDING COMPANY WEBSITE: Company is currently operating <http://californiawinetransport.com/> (“**CWT Website**”). Company may update the content on the CWT Website and/or redirect or link to a new website owned by the Company (“**New Website**”). CWT Website and New Website are herein referred to collectively as “**Company Website**”.

IMPORTANT INFORMATION REGARDING CUSTOMER GOODS: AS PART OF COMPANY’S PURCHASE OF ASSETS FROM CALIFORNIA WINE TRANSPORT INC. (“**CWT**”), COMPANY DID NOT HAVE THE OPPORTUNITY TO CONDUCT ITS OWN COUNT OF CUSTOMER GOODS PRIOR TO THE EXPEDITED CLOSING APPROVED BY THE NORTHERN DISTRICT COURT OF CA PURSUANT TO THAT CERTAIN ORDER GRANTING DEBTOR-IN-POSSESSION, CALIFORNIA WINE TRANSPORT, INC.’S EXPEDITED MOTION WITH RESPECT TO THE CASE CAPTIONED, IN RE CALIFORNIA WINE TRANSPORT, INC., CASE NO. 23-51067 (BANKR. N.D. CAL.). AS SUCH, COMPANY WILL CONDUCT ITS OWN COUNT OF ALL CUSTOMER GOODS (“**COMPANY**

**COUNT**”) AND WILL AND WILL PUBLISH AN UPDATED INVENTORY STATEMENT (the “**UPDATED INVENTORY**”) UPON INBOUNDING SUCH GOODS INTO COMPANY WAREHOUSE MANAGEMENT SYSTEM AS SOON AS PRACTICABLE. UNTIL SUCH OCCURS, COMPANY AND CUSTOMER WILL CONTINUE TO UTILIZE THE LEGACY WAREHOUSE MANAGEMENT SYSTEM (the “**LEGACY SYSTEM**”) PREVIOUSLY LICENSED AND USED BY CWT, WHICH THE PARTIES AGREE AND ACKNOWLEDGE MAY CONTAIN MATERIAL ERRORS, WHICH SHOULD ERRORS, IF ANY, THE PARTIES AGREE AND ACKNOWLEDGE WOULD HAVE ORIGINATED PRIOR TO COMPANY’S PURCHASE OF ASSETS FROM CWT.

### 1. Provision of Storage and Related Services.

(a) Company shall provide warehousing, storage, handling, transportation, delivery, and related services as applicable upon Terms and Conditions between the parties (the “**Services**”) for the goods located in any Warehouse or tendered by Customer from time to time in connection with this Terms and Conditions (“**Goods**”). Company shall provide the Services in any of its warehouse facilities (collectively or individually referred to herein as “**Warehouse**”).

(b) If Company provides additional services, including special packing or handling services, it shall provide them (i) for the additional fees in effect at the time Customer requests the special services, and (ii) solely as agent for Customer, and not as a bailee or warehouseman.

(c) This Terms and Conditions, including price quotes, and related warehouse receipts, if any, for Goods hereunder constitute a “Warehouse Receipt” for the purposes of Article 7 of the Uniform Commercial Code. The Parties further acknowledge that Company may utilize an electronic warehouse management system (“**WMS**”). Entries in the WMS shall include the warehouse location, date, description, number, weight of the Goods, price reference, and the signature of the person receiving the Goods. This Terms and

Conditions incorporates the information stored in any WMS by reference.

2. Tender of Goods for Storage.

(a) Customer represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with Company and thereafter direct the release and/or delivery of the Goods. Customer shall (i) tender any Goods for storage only during Company's posted business hours for the Warehouse; (ii) tender all Goods to the Warehouse properly marked and packed for storage and handling; (iii) provide Company with information concerning the Goods that is accurate, complete, and sufficient to allow Company to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; and (iv), if necessary, furnish at or prior to tender of the Goods for storage written instructions listing any categories of Goods, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.

(b) Company may refuse to accept any Goods for storage if the Goods tendered for storage do not conform to the description contained on the Transportation Contract, defined below, or other written instructions. Before tendering Goods that require specialized handling, Customer shall identify such Goods and special handling requirements to Company in writing and Company may decline to store such Goods. Customer is solely responsible for providing complete and accurate handling and storage instructions for any Goods, including any applicable safety procedures. If Company accepts any Goods for storage that require special handling, then Customer agrees to rates and charges as may be assigned and invoiced by Company as well as all terms and conditions of this Terms and Conditions. Customer shall not tender hazardous materials or dangerous Goods.

(c) For all Goods shipped to the Warehouse, Customer shall ensure that the bill of lading or other contract of carriage ("**Transportation Contract**") as well as all declarations to government regulatory agencies (i) identify Customer as the named consignee, in care of

Company, and (ii) do not identify Company as the consignee. If any Goods are shipped to the Warehouse naming Company as named consignee on the Transportation Contract, Customer shall promptly notify the carrier in writing that Company is (x) the "in care of party" only and (y) does not have any beneficial title or interest in the Goods. Company 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. Whether Company accepts or refuses goods shipped in violation of this Section 2, Customer agrees to indemnify and hold Company harmless from all claims for transportation, storage, handling, and other charges relating to such goods, including surcharges, undercharges, rail demurrage, truck/intermodal detention, and other charges of any nature whatsoever. Customer further agrees to indemnify, defend, and hold Company harmless from any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of Company as consignee.

(d) Company intends to upgrade and enhance certain Company systems, including its WMS. In connection and conjunction with such WMS upgrade, Company will conduct the Company Count. **CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY COUNTS CONDUCTED BY CWT ("CWT COUNT") AND ANY DATA REFLECTED IN THE LEGACY SYSTEM MAY INCLUDE INACCURACIES, INCLUDING BUT NOT LIMITED TO INACCURACIES WITH RESPECT TO ACTUAL QUANTITIES OF GOODS IN THE WAREHOUSE AT THE TIME OF COMPANY'S ACQUISITION OF CWT ASSETS OR UP TO SUCH TIME AS THE COMPANY PUBLISHES THE UPDATED INVENTORY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO LIABILITY FOR ANY DISCREPANCIES BETWEEN THE CWT COUNT AND ANY INVENTORY QUANTITIES OR OTHER DATA REFLECTING IN THE LEGACY SYSTEM, ON THE ONE HAND, AND THE UPDATED INVENTORY AND WMS, ON THE OTHER HAND. COMPANY SHALL**

**ONLY BE RESPONSIBLE AND LIABLE HEREUNDER, IF AT ALL, AND THEN ONLY TO THE EXTENT PROVIDED FOR IN ACCORDANCE HEREIN, FOR ANY INVENTORY OR OTHER DATA REFLECTED IN THE UPDATED INVENTORY OR WMS AND ANY SERVICE PERFORMED HEREUNDER.**

3. Indemnity.

(a) Customer shall indemnify, defend, and hold harmless Company and its members, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Company Indemnified Party**") 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 reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Terms and Conditions and the cost of pursuing any insurance providers, any claim of a third party or Company arising out of or occurring in connection with the Services or from Company's or Customer's negligence, willful misconduct, or breach of this Terms and Conditions (each a "**Warehouse Claim**"). Customer shall not enter into any settlement of a Warehouse Claim without Company's or Company Indemnified Party's prior written consent.

4. Access and Release of Goods.

(a) Customer shall provide Company reasonable advance written notice and instructions (each, a "**Release Order**") if it desires to order any Goods released from the Warehouse. Subject to receipt of such Release Order and payment of all outstanding storage and other fees, Company shall release the requested Goods to Customer or its designee. Goods may be delivered on instructions by telephone or oral communication, but Company shall not be responsible for loss or error occasioned by such instructions.

(b) Customer shall give Company a reasonable time after Company's receipt of Customer's written instructions to carry out Customer's instructions to release the Goods to

Customer or its designee. Company may without liability rely on any information contained in any Release Order or other written communication from Customer. 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 the Goods. A Release Order providing instructions to transfer Goods on the books of Company to any other Customer of goods in the Warehouse will not be effective until such Release Order is delivered to and accepted by Company. The Customer 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.

5. Transfer of Goods. Company may move, upon reasonable advance notice to Customer any Goods in storage from the Warehouse to any of the other storage facilities owned or leased by Company. Company may, without notice, move any or all of the Goods from one location within the Warehouse or other warehouse in which the Goods are stored to another location within the same facility.

6. Warehouse Lien. Company shall have a lien on the Goods and upon the proceeds from the sale thereof to secure Customer's payment of all fees, charges and expenses incurred hereunder in connection with the storage, transportation, preservation, and handling of the Goods, as well as for like charges and expenses in relation to any other goods whenever deposited with Company by Customer. Company may enforce this lien at any time, including by selling all or any part of the Goods in accordance with applicable law.

7. Storage and Handling Charges.

(a) Customer shall pay the storage charges and service fees at the rates set forth in the written price quotation in effect at the time such charges accrue or the Services are performed. Prices are published on Company Website or Company Rate Brochure and are subject to adjustment by Company in its sole discretion. All Goods are

stored on a month-to-month basis. The Goods are deemed to be received on the date that the Company accepts care, custody, and control of the Goods, regardless of unloading date or the date warehouse receipt is issued.

(b) Handling charges cover the ordinary labor involved in receiving Goods at the warehouse door, placing Goods in storage, and returning Goods to the warehouse door for pickup. Handling charges are due and payable on receipt of Goods. Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by Company in receiving and handling damaged Goods, and additional expenses in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the Customer. Labor and materials used in loading other vehicles are chargeable to Customer. The Company shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless Company has failed to exercise reasonable care. Additional charges apply to other specified services at the rates set forth in the written price quote in effect at the time such charges accrue or the services are performed, and will be separately billed as such services are performed.

(c) 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 Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that Customer shall not be responsible for any taxes imposed on, or with respect to, Company's income, revenues, gross receipts, personnel, or real or personal property.

(d) If Company pays any lawful transportation charges on behalf of Customer, then Customer shall promptly reimburse Company for such charges, and in any case within five [5] business days after receiving an invoice for such charges from Company.

#### 8. Payment Terms.

(a) Customer shall pay all charges hereunder

in accordance with the terms published on Company's website or Company Rate Brochure. Company shall be entitled to suspend the release of any Goods or cease performance of any Services if Customer fails to pay any amounts when due hereunder. In addition, Company reserves the right to require payment in full in cash of all amounts owed by Customer in advance of the release of the Goods. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Company, whether relating to Company's breach, bankruptcy, or otherwise.

(b) If Company in its sole discretion determines that Customer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Company's other rights, it may without liability or penalty (i) accelerate all amounts due hereunder and (ii) modify the payment terms, including requiring Customer to make advance payment of all storage charges prior to shipment of Goods.

#### 9. Limited Warranty.

(a) Company 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 gross negligence or willful misconduct of Company.

(b) Company shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods, unless Customer establishes such loss occurred because of Company's failure to exercise reasonable care and that Goods were in possession of Company prior to such loss. Goods that were not accounted for in the Company Count shall be presumed to not have been in Company's possession. 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 affirmative evidence that Company intentionally converted the Goods to its own use. Customer shall permit Company to inspect any damaged Goods for which a claim is submitted hereunder.

(c) Company shall not be liable for any breach of this Section 9 unless Customer gives prompt

written notice to Company of any claim. No lawsuit or other action may be maintained by Customer against Company for loss or damage to the Goods unless a timely written claim has been given by Customer as provided in the previous sentence and unless such lawsuit or other action is commenced no later than the earlier of: (x) nine 9 months after the date of delivery of the Goods to Customer or its nominee by Company or (y) nine 9 months after Customer is notified by Company that loss or damage to part or all of the Goods has occurred.

**(d) IN NO EVENT SHALL COMPANY'S LIABILITY UNDER THIS TERMS AND CONDITIONS EXCEED (I) THE ACTUAL COST TO REPAIR, RESTORE AND/OR REPLACE ANY DAMAGED GOODS. THE REMEDIES SET FORTH IN THIS SECTION 9 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF COMPANY'S OBLIGATIONS SET FORTH IN THIS SECTION 9.**

10. Limitation of Liability.

**(a) IN NO EVENT SHALL COMPANY 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 THIS TERMS AND CONDITIONS, INCLUDING ANY BREACH OF ANY PROVISION OF THIS TERMS AND CONDITIONS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY PERSON OR ENTITY, 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 COMPANY'S AGGREGATE LIABILITY UNDER THIS TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, COMPANY'S LIABILITY UNDER THIS TERMS AND CONDITIONS, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE SERVICES RENDERED HEREUNDER.**

**(b)** In the case of loss or damage to Goods for which Company is not liable, Customer 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.

11. Insurance. The Goods are not insured by Company for the benefit of Customer against fire or other casualty.

12. Termination.

**(a)** In addition to any remedies that may be provided under this Terms and Conditions, Company may terminate this Terms and Conditions with immediate effect upon written notice to Customer, if: (i) Customer fails to pay any amount when due under this Terms and Conditions; (ii) Customer has not otherwise performed or complied with its obligations under any of the provisions contained in this Terms and Conditions, in whole or in part; (iii) Customer 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; (iv) the Goods are 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 of which Company had no notice at the time of deposit; or (v) the Goods are about to deteriorate or decline in value to less than the amount of the warehouse lien set forth in Section 6 before the end of the next succeeding storage month.

**(b)** This Terms and Conditions may be terminated by either Party upon 30 days' prior

written notice with or without any cause or reason being given or required.

(c) If this Terms and Conditions is terminated for any reason, Customer shall promptly arrange the removal of all Goods from the Warehouse, subject to payment of all outstanding fees and charges due hereunder. If Customer does not promptly remove such Goods, Company 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 Company, 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 Company of any of the provisions of this Terms and Conditions is effective unless explicitly set forth in writing and signed by Company. No failure by Company to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise by Company 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. Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Terms and Conditions, for any failure or delay in fulfilling or performing any term of this Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, materials, or telecommunication

breakdown or power outage. Company has been unable to remove/deliver the Goods due to any reason specified in this Section 14, such Goods shall be subject to storage charges until such Goods are actually removed/delivered.

15. Third-Party Beneficiaries. Except as specified in the next sentence, this Terms and Conditions is 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 Company shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of Company and the owners, directors, officers, employees, and agents of each of the foregoing. Customer agrees that Company's members, managers, employees, agents, affiliates, successors, and permitted assigns are third-party beneficiaries of the indemnification provision, Section 3 of this Terms and Conditions.

16. Both Parties acknowledge that in the course of rendering the Services, Company or Customer may disclose to the other, or one Party may come into possession of information as a result of its relationship with the other under this Terms and Conditions, respecting such other Party's business affairs or systems. Each party acknowledges that such information is confidential and proprietary ("**Confidential Information**"), and covenants and agrees to keep such Confidential Information in the strictest confidence, and to take all necessary steps to assure that its employees, contractors, representatives, and agents will keep in strictest confidence all Confidential Information and not disclose any such Confidential Information to any third party without the prior written consent of the disclosing Party, as appropriate; provided, however, such restriction shall not apply to information which is available to the public through no violation of any receiving Party or required to be disclosed pursuant to court order or otherwise as required by law. Confidential Information includes, without limitation, any trade secrets, technical data, designs, patterns,

formula, process, methods, computer program, source code, object code, or other computer programing code, manuals, product specifications, or plans for new, revised, enhanced, modified or existing products; operational and functional features and limitations of the Parties' software or other products; any business, marketing, financial, pricing or other sales-related data; information regarding the present or future business products of the Parties; information regarding employees and vendors including contact information, organizational charts, information skill sets, technical and business knowledge, and compensation; and any information concerning the particular needs of clients or customers and their buying patterns, price sensitivities, key decision makers (and the contact information for such individuals), product needs, product specifications, requests for proposals and the responses thereto, and any other proprietary information and know-how of the Party. This covenant shall survive the termination or expiration of the Terms and Conditions.

17. Choice of Law and Forum. All matters arising out of or relating to this Terms and Conditions are governed by and construed in accordance with the internal laws of the state of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Terms and Conditions shall be instituted in the state or federal courts, in each case, located in the State of Florida, County of Miami-Dade, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any arguments or objections to such venue based on concepts of Forum Non-Conveniens or otherwise.

18. Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Terms and Conditions, including exhibits and other attachments to this Terms and Conditions, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Terms and

Conditions, including any exhibits and other attachments to this Terms and Conditions, and the transactions contemplated hereby.

19. Survival. Subject to the limitations and other provisions of this Terms and Conditions: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Terms and Conditions; and (b) Sections 3, 9, 10,16, and 17 of this Terms and Conditions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Terms and Conditions.

20. Notices. All notices, requests, consents, claims, demands, waivers, and other communications ("Notices") under this Terms and Conditions must be in writing. Notices to Company shall be sent to Company at its address set forth below (or to such other address that Company may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid) or via email to a Party's authorized representative. Except as otherwise provided in this Terms and Conditions, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Company:

**PSTV B2, LLC**  
**8558 Westside Industrial Dr, Jacksonville, FL 32219**

**Attention:** Nino Serafini  
**Email:** info@cbadelivers.com

Notice to Customer:

Emailed or Mailed to Customer at any address regularly used by Customer to correspond with Company or otherwise as expressly indicated by Customer.

21. Severability. If any term or provision of

this Terms and Conditions is invalid, illegal, or unenforceable in any specific situation or jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Terms and Conditions or invalidate or render unenforceable this Terms and Conditions in any other situation or jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Terms and Conditions to give effect to the original intent of the Parties as closely as possible so that the transactions contemplated hereby will be consummated as originally contemplated to the greatest extent possible.

22. Amendments. No amendment to or modification of this Terms and Conditions is effective unless it is in writing, and signed by an authorized representative of each Party.

23. Cumulative Remedies. All rights and remedies provided in this Terms and Conditions are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other Terms and Conditions between the Parties, or otherwise. Notwithstanding the previous sentence, the Parties intend that Customer's rights under Section 9 are Customer's exclusive remedies for the events specified therein.

24. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Terms and Conditions without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 24 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations hereunder. Company may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Terms and Conditions without Customer's prior written consent.

25. Successors and Assigns. This Terms and Conditions is binding on and inures to the benefit of the Parties to this Terms and Conditions and their respective permitted successors and

permitted assigns.

26. Counterparts. This 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 Terms and Conditions.

27. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Terms and Conditions shall be construed as creating any agency, partnership, franchise, business trust, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Terms and Conditions.

28. Conflicts. In the event of any conflict between this Terms and Conditions and the terms and conditions published on Company's website or Company Rate Brochure, such published policies, terms and conditions shall control.

[End of Terms and Conditions]