

STORAGE AGREEMENT FOR INTERNATIONAL CONSOLIDATION

THIS AGREEMENT is made this ____ day of _____, 20____, by and between AMPAC SERVICES, INC., a North Carolina corporation, having its principal place of business located at 2411 Schirra Place, High Point, North Carolina, 27263 (“AMPAC”) and _____, a _____, having its principal place of business at _____ (the “Customer”).

WITNESSETH:

WHEREAS, AMPAC is engaged in the business of providing warehouse storage and related services at its primary warehouse located at 2411 Schirra Place, High Point, North Carolina and other facilities located in High Point, North Carolina (collectively referred to as the “Warehouse”); and

WHEREAS, the Customer desires to contract with AMPAC for the storage and warehousing of certain items as delivered to the Warehouse by or on behalf of the Customer from time to time (the “Goods”).

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. **SCOPE OF AGREEMENT.** The terms and conditions contained in this Agreement shall govern the storage and warehousing of the Goods at the Warehouse.

2. **TITLE.** The Customer agrees and acknowledges that AMPAC is a mere receiver, and the Customer shall not ship property to AMPAC as the named consignee. If, in violation of this Agreement, property is shipped to AMPAC as the named consignee, the Customer agrees to indemnify, defend, and hold harmless AMPAC from and against any and all liability, damages, costs, expenses, actions, legal suits, proceedings, and claims for unpaid transportation charges, including, without limitation, undercharges of every type and nature in connection with the Goods, which charges shall be a lien on the Goods.

3. **SHIPPING AND DELIVERY.** The Warehouse shall not be liable for any damage or destruction of the Goods that occurs prior to their delivery to the Warehouse.

4. **WAREHOUSING.**

4.1. **Storage of the Goods.** All Goods shipped or delivered by the Customer to the Warehouse shall be stored by AMPAC at one or more facilities in High Point, North Carolina, constituting the Warehouse. Storage of the Goods will be in a manner consistent with industry standards of care, and they will be segregated from all other property at the Warehouse.

4.2. **Insurance.** At all times while the Goods are at the Warehouse, AMPAC shall keep the Goods insured under a casualty insurance policy issued by a reputable insurer in an amount that fully covers the value of the Goods. AMPAC agrees to provide the Customer with a certificate of insurance or other proof of such coverage from time to time upon reasonable request by the Customer. However, the Customer acknowledges and understands that neither the

Warehouse nor the Goods will be insured against loss from flood, and the Customer assumes all risk of loss due to flooding and hereby waives any claim against AMPAC and hereby releases AMPAC and forever discharges AMPAC with respect to any loss of the Goods due to flooding. Notwithstanding any provision of this Agreement to the contrary, AMPAC's liability shall be limited to the value of the Goods stored at the Warehouse. Under no circumstances shall AMPAC be liable for incidental, consequential, or special damages.

5. **FEES.** The Customer shall pay AMPAC according to the rate schedule attached.

6. **TERM AND TERMINATION.**

6.1. **Termination by the Customer.** The Customer may terminate this Agreement at any time upon not less than three (3) business days' notice to AMPAC. Upon receipt of such notice, if the Customer is not in default of any provision of this Agreement, AMPAC shall provide the Customer with access to the Warehouse to retrieve all the Goods then held by AMPAC, and AMPAC shall tender the Goods to the Customer free and clear of any and all claims, liens, or encumbrances. The Customer shall remove all of the Customer's Goods from the Warehouse prior to the effective date of termination, unless otherwise agreed by AMPAC in writing. For purposes of this Agreement, "business days" shall mean those days on which AMPAC is regularly open for business.

6.2 **Termination by AMPAC.** AMPAC may terminate this Agreement upon written notice as required by law effective as of a date specified in such notice, which shall be not less than thirty (30) days from the date of such notice. However, AMPAC shall not be obligated to release the Goods until all charges under this Agreement or otherwise associated with the Goods are paid in full. If such charges are not paid in full by the specified date of termination or the Goods are not removed by such date, AMPAC may sell the Goods as provided by law and shall be entitled to exercise any other rights it has under the law with respect to the Goods. The Customer shall also be liable for the monthly storage fee in effect under Section 5 immediately prior to termination as if no such termination had occurred, and this provision shall survive any such termination of this Agreement.

6.3 **Payment Obligations.** No termination of this Agreement shall release either party from any obligation to pay the other party any amount that has accrued or become payable at or prior to the date of termination.

7. **LIEN.** AMPAC shall have a lien against the Goods and the proceeds of the Goods for all charges for storage, handling, transportation (including demurrage and terminal charges), labor, and other charges present or future with respect to the Goods, and for expenses necessary for preservation of the Goods or reasonably incurred in their sale pursuant to law, including reasonable attorneys' fees.

8. **GENERAL TERMS.**

8.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

8.2. **Complete Agreement.** This Agreement constitutes the complete and exclusive final written expression of all the terms of agreement between the parties

8.3. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which shall constitute one and the same Agreement.

8.4. **Electronic Signatures.** The parties intend that this Agreement may be signed in electronic form, and this Agreement, all signatures to this Agreement, and all notices required or permitted under this Agreement, may be delivered by electronic means, including, without limitation, by e-mail and by facsimile.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names all as of the day and year first written above.

AMPAC SERVICES, INC.

By: _____
KREGG KINNEAR, President
2411 Schirra Place
High Point, NC 27263
kkinnear@ampacforwarding.com

[CUSTOMER]

By: _____
Print Name: _____
Print Title: _____
Address: _____

E-Mail: _____