

Warehouse Services Terms & Conditions

Last Modified June 2023

The following terms and conditions apply to the provision of warehouse and distribution services by Custom Goods, LLC and/or its affiliates (collectively, “**COMPANY**”). By tendering GOODS to COMPANY, the entity tendering the GOODS (“**CUSTOMER**”) agrees to accept these terms and conditions with respect to all goods tendered to COMPANY (the “**GOODS**”). Each of the CUSTOMER and COMPANY may be referred to individually as a “**PARTY**”, or collectively as the “**PARTIES**”.

1. AUTHORITY

- a. CUSTOMER represents and warrants that it either (i) is the lawful owner of the GOODS which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to tender the GOODS pursuant to these terms and conditions.
- b. CUSTOMER agrees to notify all parties acquiring any interest in the GOODS of these terms and conditions, as a condition of granting such an interest, the agreement of such parties to be bound by these terms and conditions.

2. INBOUND SHIPMENTS

- a. Receiving of inbound shipments will be on a mutually agreed upon schedule. COMPANY requires at least 24 hours’ notice for all deliveries.
- b. COMPANY shall promptly notify CUSTOMER of any known discrepancy on, or readily observable damage to, inbound shipments and shall protect CUSTOMER’s interest by placing an appropriate notation on the delivering carrier’s shipping documents.
- c. CUSTOMER acknowledges that some shipments delivered to COMPANY are subject to spot counts and are not fully inspected.
- d. COMPANY shall not incur any liability for lost, misplaced, harmed, damaged, stolen, missing or tainted GOODS on inbound shipments if reported to CUSTOMER: (i) with respect to shipments that are fully inspected upon receipt, within three (3) business days of completed receipt by COMPANY of such GOODS; and (ii) with respect to concealed damages or shortages and/or shipments that are not fully inspected upon receipt, within three (3) business days of COMPANY discovering the lost, misplaced, harmed, damaged, stolen, missing or tainted GOODS.

3. TENDER FOR STORAGE

- a. All GOODS for storage shall be delivered at the warehouse properly marked and packed for handling.
- b. At or prior to delivery of the GOODS, CUSTOMER shall furnish a manifest showing the GOODS to be tendered for storage, with any instructions concerning storage, services, accounting, segregation or any other requirements, including marks, brands or sizes to be kept and accounted for separately and the class of storage desired. Otherwise, the GOODS may be stored in bulk or assorted lots in general storage at the discretion of the COMPANY.
- c. Receipt and delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge.
- d. COMPANY shall store and deliver GOODS only in the packages in which they are originally received unless otherwise agreed to in writing.
- e. Unless CUSTOMER shall have given, at or prior to delivery of the GOODS, written instructions to

the contrary, COMPANY, in its discretion, may commingle and store in bulk different lots of GOODS, whether or not owned by the same CUSTOMER.

- f. COMPANY shall not be responsible for segregating GOODS by production code date unless specifically agreed to in writing.
 - g. CUSTOMER agrees that all GOODS shipped to COMPANY shall identify CUSTOMER on the bill of lading or other contract of carriage as the named consignee, in care of COMPANY, and shall not identify COMPANY as the consignee.
 - h. COMPANY is not obligated to accept shipments if the transportation documents name COMPANY as consignee. If, in violation of this provision, GOODS are shipped to COMPANY as named consignee on the bill of lading or other contract of carriage, CUSTOMER agrees to immediately notify carrier in writing, with copy of such notice to COMPANY, that COMPANY named as consignee is the "in care of party" only and has no beneficial title or interest in the GOODS. In such event, CUSTOMER agrees to indemnify and hold COMPANY harmless from all claims for damages, including but not limited to transportation, storage, handling, and other costs, expenses and charges relating to COMPANY being named as consignee of such GOODS accepted by COMPANY, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.
- 4. STORAGE**
- a. The GOODS shall be stored at COMPANY'S discretion at any one or more buildings at COMPANY'S warehouse complex. The identification of any specific location within COMPANY'S warehouse complex does not guarantee that the GOODS shall be stored therein.
 - b. COMPANY may, at any time, at its expense, and without notice to CUSTOMER, remove any GOODS from any location or area of the warehouse complex to any other location or area thereof. The COMPANY may, at its expense, remove the GOODS to any other warehouse complex operated by COMPANY.
 - c. Storage charges commence upon the date that COMPANY accepts care, custody and control of the GOODS, regardless of unloading date or date warehouse receipt is issued.
 - d. Storage charges shall be computed separately for each lot on one of the following optional bases: If storage rates are quoted on a "MONTHLY BASIS" the storage month shall be a calendar month. A full month's storage charge will apply to all GOODS received between the 1st and 31st, inclusive, of a calendar month. A full month's storage charge shall apply on the 1st day of the next calendar month and each month thereafter on all GOODS then remaining in storage. If storage rates are quoted on an "ANNIVERSARY BASIS" the storage month shall extend from date of receipt in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge shall apply on receipt of GOODS and an additional monthly storage charge shall apply to each successive storage month on all GOODS then remaining in storage.
 - e. Storage charges shall be applicable as set forth in the rate quotation or other document issued by COMPANY to CUSTOMER.
- 5. HANDLING**
- a. Handling rates cover ordinary labor and administration involved in receiving GOODS at the facility door or dock, placing GOODS in storage and returning GOODS to the facility door or dock. Additional expenses incurred by COMPANY in loading or unloading cars or vehicles shall be at hourly rates.

- b. Unless otherwise specified, a charge in addition to the regular handling charges will be made for any work performed by COMPANY other than specified in this section at rates which are in effect from time to time, a copy of which rates are available upon request.
- c. When GOODS are ordered out in quantities less than in which received, the COMPANY may make an additional charge for each order or each item of an order.
- d. Delivery by the COMPANY of less than all units of any lot or of less than all the GOODS stored for CUSTOMER shall be made without subsequent sorting except by special arrangement and subject to an additional charge.
- e. Handling charges shall be applicable as set forth in the rate quotation or other document issued by COMPANY to CUSTOMER.

6. OTHER SERVICES

- a. Other services rendered in the interest of CUSTOMER or the GOODS are chargeable to CUSTOMER. Such services may include, but are not limited to, the following: furnishing of special warehouse space, yard space or material, repairing, sampling, weighing, repiling, inspecting, kitting, preparing stock reports, recording and/or reporting marked weights or numbers.

7. CHARGES AND PAYMENT TERMS

- a. All storage, handling and other services are subject to minimum charges.
- b. Unless COMPANY specifies otherwise, all storage charges are due and payable on the 1st day of storage for the initial month and thereafter on the 1st day of each calendar month.
- c. All handling charges are due and payable within thirty (30) days of the date of invoice.
- d. All charges not paid within thirty (30) days from the due date are subject to an interest charge, from the date said charges became due until paid, at the rate of 1.5% per month.
- e. In the event of damage or threatened damage to the GOODS, CUSTOMER shall pay all reasonable and necessary costs of protecting and preserving the GOODS. When the costs of protecting and preserving stored property are attributable to more than one CUSTOMER, such costs shall be apportioned among all affected CUSTOMERS on a pro rata basis to be determined by the COMPANY.
- f. CUSTOMER agrees to pay COMPANY all costs, including reasonable attorney's fees, incurred by COMPANY in connection with the storage, handling and/or disposition of the GOODS, including without limitation, such costs and/or fees relating to lawsuits (including bankruptcy proceedings) involving in any way said GOODS and/or CUSTOMER's obligations. All such costs and fees, for purposes of Section 14 below, shall constitute "charges present or future in relation to the GOODS".
- g. In no event shall CUSTOMER offset any amount owed by COMPANY to CUSTOMER against amounts owed to COMPANY.
- h. CUSTOMER shall have a reasonable period of time, not to exceed thirty (30) days from its receipt of the invoice, to object in writing in the event that CUSTOMER disputes any of COMPANY's invoices. If requested by CUSTOMER, COMPANY shall promptly provide reasonable supporting documentation for any disputed invoice. Subject to applicable law, any failure to object in writing within such thirty (30)-day period shall result in the charges be agreed as valid and shall be deemed an account stated between the PARTIES.
- i. In the event CUSTOMER is overdue in paying accounts receivable, COMPANY shall have the right to suspend services until such overdue amounts are paid in full.
- j. All storage and handling rates and charges are subject to change at any time in the event that

there is an increase in COMPANY's operating expenses due to factors outside of COMPANY's reasonable control, including but not limited to regulatory changes, market changes, changes in volumes, scope of services, CUSTOMER's business profile, order profiles, or carton dimensions or sizes.

8. TRANSFER OF TITLE; OUTBOUND DELIVERY

- a. Instructions by CUSTOMER to transfer GOODS to the account of another are not effective until delivered to and accepted by COMPANY. Charges will be made for each such transfer and for any rehandling of GOODS deemed by COMPANY to be required thereby. COMPANY reserves the right not to deliver or transfer GOODS to or for the account of others except upon receipt of written instructions properly signed by CUSTOMER.
- b. CUSTOMER may furnish written instructions authorizing COMPANY to accept telephone orders for delivery. In such case, (i) COMPANY may require that each telephone order be confirmed by CUSTOMER in writing within 24 hours, and (ii) acceptance by COMPANY of any telephone order shall be at the risk of CUSTOMER. COMPANY will not be liable for any loss resulting from delivery made pursuant to telephone order, whether or not so authorized, unless COMPANY failed to exercise reasonable care with respect thereto.
- c. COMPANY shall have a reasonable time to make delivery after GOODS are ordered out and shall have a minimum of ten (10) business days after receipt of a delivery order in which to locate any misplaced GOODS.
- d. If COMPANY has exercised reasonable care and is unable, due to causes beyond its control, to effect delivery before expiration of the current storage period, the GOODS will be subject to storage charges for each succeeding storage period.
- e. All instructions and requests for delivery of GOODS or transfer of title are received subject to satisfaction of all charges, liens and security interests of COMPANY with respect to the GOODS whether for accrued charges or otherwise.
- f. COMPANY may require, as a condition precedent to delivery, a statement from CUSTOMER holding COMPANY harmless from claims of others asserting a superior right to CUSTOMER to possession of the GOODS. Nothing herein shall preclude COMPANY from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the GOODS. All costs, including attorney's fees, incurred by COMPANY relating in any way to COMPANY's activities referred to in Section 8(f) shall be charged to CUSTOMER and shall, for purposes of Section 14 below, be considered "charges present or future in relation to the GOODS" and shall attach as a lien on the GOODS.
- g. Outbound shipments will be coordinated between CUSTOMER, COMPANY and the relevant transportation services provider.
- h. When GOODS are ordered out by CUSTOMER in quantities different than as received, COMPANY may make an additional charge for each such order or each item of such an order.
- i. COMPANY shall supply dunnage bracing and fastenings where it deems it appropriate on outbound shipments and the cost thereof is chargeable to CUSTOMER.

9. TERMINATION OF STORAGE

- a. COMPANY may, upon written notice, require the removal of the GOODS, or any portion thereof, from the warehouse within a stated period, not less than thirty (30) days after such notification, and full payment of all charges attributable to such GOODS shall be required prior to removal. If such GOODS are not so removed, COMPANY may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to such GOODS.
- b. If, in the opinion of COMPANY, GOODS may be about to deteriorate or decline in value to less

than the amount of COMPANY'S lien thereon, or may constitute a hazard to other property or to the warehouse or persons, the GOODS may be removed or disposed of by COMPANY as permitted by law. All charges related to such removal shall be paid by CUSTOMER.

10. LOSS & DAMAGE TO GOODS; LIABILITY LIMITATIONS

- a. COMPANY shall not be liable for any loss, damage or destruction to GOODS, however caused, unless such loss, damage, or destruction resulted from COMPANY'S failure to exercise such care in regard to the GOODS as a reasonably careful warehouseman would exercise under like circumstances.
- b. COMPANY shall not be liable for any 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.
- c. COMPANY shall not be liable for any concealed shortages, or shortages in a factory sealed carton or inner pack. COMPANY shall not be liable for hidden, concealed or latent defects in the GOODS. COMPANY shall not be liable for damage caused to GOODS that are received by COMPANY in other than their original shipping carton including carton fillers and/or damage that occurs in transit.
- d. 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 converted the GOODS to its own use.
- e. COMPANY and CUSTOMER agree that COMPANY'S duty of care does not extend to providing a sprinkler system at the warehouse complex or any portion thereof.
- f. Unless specifically agreed to in writing, COMPANY shall not be required to store GOODS in a temperature-controlled or humidity-controlled environment.
- g. IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION TO GOODS FOR WHICH THE COMPANY IS LEGALLY LIABLE, COMPANY'S LIABILITY SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (i) THE ACTUAL COST TO CUSTOMER OF REPLACING OR REPRODUCING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO WAREHOUSE, (ii) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED GOODS ON THE DATE CUSTOMER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION, (iii) FIFTY (50) TIMES THE MONTHLY STORAGE CHARGE APPLICABLE TO SUCH LOST, DAMAGED AND/OR DESTROYED GOODS, (iv) FIFTY CENTS (\$0.50) PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS; PROVIDED, HOWEVER, THAT CUSTOMER MAY, UPON WRITTEN REQUEST INCREASE SUCH LIMIT OF LIABILITY ON PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE APPLY; FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.
- h. Inventory shrinkage allowance will be one percent (1.0%) of annual throughput (the "**SHRINKAGE ALLOWANCE**"). Throughput is calculated at inbound units plus outbound units divided by 2 X 1.0%. If the annual reconciliation of GOODS yields a net overage of GOODS, such overage shall be carried forward and used to offset future shrinkage. If the shrinkage in any year exceeds the SHRINKAGE ALLOWANCE, payment for such shrinkage will be made to CUSTOMER. In the event that misplaced, stolen or missing GOODS are eventually located by COMPANY, CUSTOMER shall reimburse COMPANY for any payments made to CUSTOMER in respect of such shrinkage.
- i. CUSTOMER must give COMPANY written notice of a claim for loss or damage to GOODS. Such claim must be made no later than either thirty (30) days after: (i) the date on which CUSTOMER receives notice of the loss, damage or injury from COMPANY, (ii) delivery of the GOODS by

- COMPANY, or (iii) the date on which CUSTOMER first knew or should have known of the loss, damage or injury, whichever occurs first. Each claim must contain information necessary to identify the GOODS affected, the basis for liability and the amount of the alleged loss or damage, as well as all appropriate supporting documentation which must include: a summary of claims for both damaged and shortages of items, a report of individual carton ID's and their appropriate claims designation including claim value.
- j. No action may be maintained by CUSTOMER against COMPANY for loss or damage to GOODS unless timely written notice of claim has been given as provided in the preceding section, and unless such action is commenced within one year after the date of the written claim to COMPANY.
 - k. If COMPANY negligently mis-ships GOODS, COMPANY shall pay reasonable transportation charges incurred to return the mis-shipped GOODS to the facility. COMPANY shall not be liable for chargebacks or other penalties or assessments imposed by the consignor or consignee, or any other penalties or fees as a result of mis-shipments.
 - l. In no event will COMPANY have any responsibility for, and CUSTOMER will defend, indemnify, and hold COMPANY harmless from, and will pay and reimburse, any charges imposed by third parties with respect to use of equipment in which GOODS tendered by, to or on behalf of CUSTOMER is or has been laden, or for charges assessed with respect to storage or handling of any such equipment, including, but not limited to, per diem, demurrage, detention or other charges assessed by steamship lines, rail carriers, rail terminal operators, marine terminal operators or port authorities.
 - m. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, INCLUDING CHARGEBACKS, LOSS OF FUTURE REVENUE, LOST PROFIT, LOST INCOME, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, WHETHER ARISING FROM OR RELATING TO COMPANY'S PERFORMANCE OR ALLEGED FAILURE TO PERFORM SERVICES FOR CUSTOMER, A BREACH OR ALLEGED BREACH OF THESE TERMS AND CONDITIONS, WHETHER BASED ON STATUTE, CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT ARISING FROM COMPANY'S SOLE, JOINT, OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, CRIMINAL LIABILITY OR OTHER FAULT, REGARDLESS OF WHETHER COMPANY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY TO CUSTOMER, INCLUDING BUT NOT LIMITED TO LIABILITY FOR LOSS OF GOODS, EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER TO COMPANY FOR SERVICES RENDERED.

11. FORCE MAJEURE

- a. COMPANY shall not be liable for damages or any delay or failure to perform its obligations resulting from an act of God, pandemic, epidemic, strikes, fire, flood, war, sabotage, riots, acts of terrorism, civil disturbance, interference by civil or military authority, or other causes beyond the reasonable control of COMPANY, whether or not similar to the aforementioned causes ("**FORCE MAJEURE**"). Upon the occurrence of a *FORCE MAJEURE* event, COMPANY shall promptly give written notice to CUSTOMER of the nature and consequences of the event. If COMPANY continues to store and protect the GOODS during the *FORCE MAJEURE* event, CUSTOMER agrees to continue to pay the storage fees and other associated fixed costs during the continuance of the *FORCE MAJEURE* event.
- b. In the event of damage to GOODS resulting from a *FORCE MAJEURE* event, CUSTOMER shall be liable for the removal, cleanup and disposal of all damaged GOODS and waste associated with CUSTOMER'S GOODS. If CUSTOMER fails to act in a responsive manner, COMPANY, at its discretion, may arrange for the cleanup and disposal of the damaged GOODS. If COMPANY

takes such action, CUSTOMER will remain liable for all costs associated with the removal, clean up and disposal associated with the damaged GOODS.

12. PROHIBITED ITEMS AND DANGEROUS GOODS

- a. The following articles will not be accepted for tender: any items prohibited by law, artwork, bonds, coins, currency, furs, gems or stones, gold, silver, money, securities, and jewelry other than costume.
- b. CUSTOMER shall notify COMPANY of the characteristics of any of CUSTOMER's GOODS that CUSTOMER believes may in any way be reasonably likely to cause damage to COMPANY's premises or to other products that may be stored by COMPANY or persons providing services at the facility.
- c. CUSTOMER agrees that it will not tender to COMPANY, without COMPANY's prior written consent, any GOODS that are adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides, as defined under the regulated federal, state or local laws, statutes, ordinances, or regulations.
- d. Any GOODS tendered by CUSTOMER to COMPANY which are defined or are subject to regulation under federal, state or local laws, statutes, ordinances or regulations concerning adulterated, flammable, hazardous or dangerous materials or articles, explosives or pesticides (all of which require COMPANY's written consent prior to tender), will be individually listed on the receiving/shipping document (bill of lading) naming the GOODS and designating which laws, statutes, ordinances or regulations apply to the storage, handling and transportation of the GOODS.
- e. With respect to any GOODS tendered to COMPANY which, due to federal, state or local laws, statutes, ordinances or regulations applicable to the GOODS, require registration, permits, licenses or similar approvals, CUSTOMER shall have such registrations, permits, licenses or approvals as of the time the GOODS are tendered to COMPANY and at all times they are in COMPANY's custody.
- f. With respect to any GOODS tendered to COMPANY that require special handling, storage, stacking segregation of commodities, documentation, records certification, reports or other treatment beyond that normally afforded by COMPANY to GOODS generally, CUSTOMER shall furnish COMPANY in writing with all information and instructions necessary to conform with the requirements applicable to its GOODS.
- g. CUSTOMER agrees to indemnify and hold COMPANY harmless from all losses which COMPANY pays or incurs by reason of any breach by CUSTOMER of the representations and agreements of the CUSTOMER set forth in this Section 12.

13. PRODUCT RECALL

In the event of a recall, field alert, product withdrawal or field correction with respect to any GOODS, CUSTOMER shall immediately notify COMPANY in writing. COMPANY will not act to initiate a recall, field alert, product withdrawal or field correction without the express prior written approval of CUSTOMER, unless otherwise required by applicable law. The cost of any recall, field alert, product withdrawal or field correction shall be borne by CUSTOMER and CUSTOMER shall pay COMPANY for all associated costs.

14. LIEN

COMPANY shall have a general lien against the GOODS and on the proceeds thereof for all amounts due to COMPANY by CUSTOMER including but not limited to charges for handling, storage, transportation, accessorial charges and other charges and expenses 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. The lien shall apply to all charges present or future in relation to the GOODS in COMPANY's possession and similar charges in relation to other GOODS whenever deposited. COMPANY's lien shall extend to all charges and expenses with respect to any GOODS stored by CUSTOMER in any facility owned or operated by COMPANY whenever deposited and without regard to whether or not such GOODS are still in storage.

In order to protect its lien, COMPANY reserves the right to require advance payment of all charges prior to shipment of GOODS.

15. RELATIONSHIP OF PARTIES

It is agreed and understood that COMPANY is performing the services as an independent contractor. Neither PARTY nor any personnel engaged by such PARTY shall be considered as employees or agents of the other PARTY at any time or for any purpose whatsoever. Nothing contained herein shall be deemed to constitute a relationship of agency, joint venture, partnership or any relationship other than that of an independent contractor.

16. MODIFICATION

By tendering GOODS to COMPANY, CUSTOMER agrees to accept these terms and conditions. Any amendment or modification to these terms and conditions shall be effective only if in writing and signed by an authorized representative of each of the CUSTOMER and COMPANY.

17. GOVERNING LAW/VENUE

These terms and conditions shall be construed and enforced in accordance with the laws of the United States and the State of California. The PARTIES agree that any lawsuit arising out of or resulting from these terms and conditions or the services provided by COMPANY to CUSTOMER shall be subject to the laws of the United States and the State of California, and the appropriate state or federal court shall have exclusive jurisdiction. The PARTIES mutually acknowledge and agree that they shall not raise, in connection therewith, and hereby waive any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.

18. SEVERABILITY

If any term or provision herein or any application thereof shall be invalid or unenforceable, the remainder of these terms and conditions or any other application of such term or condition shall not be affected thereby.

19. WAIVER

Compliance with any term or condition herein may be waived (either generally or in a particular instance and either retroactively or prospectively) by the PARTY entitled to enforce such term, but any such waiver shall be effective only if in a writing signed by the PARTY against which such waiver is to be asserted. Except as otherwise provided herein, no failure or delay of any PARTY in exercising any power or right under these terms and conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power preclude any other or further exercise thereof or the exercise of any other right or power.

20. CHANGES TO THESE TERMS AND CONDITIONS

COMPANY reserves the right, in its sole discretion, to modify these terms and conditions at any time. If a revision is material, the COMPANY will make reasonable efforts to provide at least 30 days' notice prior to



any new terms taking effect. By continuing to tender goods or use the COMPANY's services after those revisions become effective, CUSTOMER agrees to be bound by the revised terms.