TERMS AND CONDITIONS FOR COFFEE AND TEA
EFFECTIVE JANUARY 1, 2026

Section 1: DEFINITIONS

As used in these Terms and Conditions for coffee and tea handling ("Contract"), the following terms have the following meanings:

"Carrier" means a person that issues a bill of lading.

"Consignee" means a person named in a bill of lading to which or to whose order the bill promises delivery.

"Consignor" means a person named in a bill of lading as the person from which the Goods have been received for shipment.

"Depositor" means the person, firm, corporation, or other legal entity tendering the Goods for storage and handling as well as anyone else claiming any interest in such Goods, including but not limited to any purchaser of such Goods from Depositor or seller of such Goods to Depositor or Depositor's heirs, successors and assigns, all of whom shall be bound by the terms and conditions of this Contract to the same extent as Depositor.

"eCOPS" means the electronic commodity operations system utilized by the Intercontinental Exchange.

"EWR" means the electronic warehouse receipt record created on eCOPS by a warehouse concerning coffee that is stored in such Warehouse.

"Good Faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.

"Goods" means all things that are treated as movable for the purposes of a contract for storage or transportation.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Services" means any and all services provided or requested to be provided by Warehouseman including but not limited to, Storage, de-bulking, packaging, labeling, palletizing, order fulfillment, preparation for shipment, stowage, rail services, reconditioning, compiling special stock statements, weighing and reporting marked weights or serial numbers or other data from packages, physical inventories or checking of goods, managing transit billing, loading or unloading Goods from or into rail cars, truck trailers, containers or other vehicles not at Warehouse door, unloading or special handling of damaged Goods, unloading or disposing of dunnage, or (for coffee and tea) blending, sampling, and toll roasting.

"Storage" means the physical storage of Goods tendered, including receipt, inspection, handling within the Warehouse or within the Warehouse yard, and any and all related or ancillary services.

"Warehouse" means any warehouse facility operated by Warehouseman.

"Warehouseman" - means any of the entities in the Dupuy Group including, but not limited to, Dupuy Storage and Forwarding, L.L.C, Decatur Street Services, Dupuy Storage Houston, Dupuy Silo Facility, Eland Logistics, Inc. Dupuy Storage Charleston, or any of their subcontractors.

Section 2: ACCEPTANCE

(a) The act of tendering Goods for Services by Warehouseman shall constitute acceptance of these terms and conditions by Depositor as a contract. The making of a counter proposal shall not change the terms and conditions of this Contract unless specifically agreed to in writing by the Warehouseman. These terms and conditions are available at www.dupuygroup.com.

(b) In the event Goods tendered for Storage do not conform to the description contained herein, Warehouseman may refuse to accept such Goods for Storage. If Warehouseman accepts such Goods for Storage, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouseman and to all terms of this contract.

(c) The terms and conditions of this Contract shall apply to the movement of any and all Goods into, within, or out of any Warehouse. This Contract shall remain in full force and effect until terminated as provided for herein. It is not required that Warehouseman issue and/or execute a new storage contract with each entry or exit of Goods. Unless otherwise agreed upon in writing, any Goods received prior to the date of this Contract are subject to the terms and conditions of this Contract upon written notice of same.

Section 3: INBOUND RECEIPT

(a) Depositor shall not name the Warehouseman as consignee on any Bill of Lading or other shipping documents. If Goods are so shipped to Warehouseman as named consignee, Depositor shall notify the carrier in writing with copy of such notice to Warehouseman, that Warehouseman has no title or interest in such Goods, and is not responsible for transportation charges. Depositor shall further defend, indemnify and hold harmless Warehouseman from and against any and all claims for transportation charges, including but not limited to undercharges, demurrage, detention or charges of any nature.

(b) If Depositor fails to notify the carrier as required by the preceding sentence, Warehouseman shall have the right to refuse acceptance of such Goods, in which event Warehouseman shall not be responsible for any loss, damage, or delay of any nature to or related to such Goods.

(c) Warehouseman makes no representation or guarantee that it will handle or store any particular volume of Goods in the warehouse or that it will make available any particular amount of space in its yards for rail cars, trucks, trailers, or containers.

Section 4: TRANSPORTATION OF PRODUCT

(a) Unless otherwise agreed between Depositor and Warehouseman, Depositor shall be responsible for transporting or arranging for the transportation of Depositor's Goods to or from the designated Warehouse. Depositor shall coordinate with the designated Warehouse with respect to the scheduling and other aspects of how the Goods will be delivered to or picked up from the Warehouse in order for the Warehouseman to perform the Servies hereunder.

(b) Each truck trailer, container or designated mode of transport shall be delivered to the designated Warehouse with Goods properly and safely stowed and in a clean condition. Each Ocean Container shall be delivered to the Facility meeting ISO standards. If Warehouseman reasonably determines that Goods or vehicle delivered to the Warehouse in connection with the Services is not safe, Warehouseman may reject delivery of the good pending resolution between Depositor and Warehouseman. When presenting a container for outbound loading, Depositor shall ensure that such containers be clean, dry, swept and ready for loading by Warehouseman.

(c) If Depositor retains any contractors, service providers or carriers (other than those of Warehousman) in connection with the Services, Depositor shall be responsible for the acts and omissions of such Persons. Any deficiency in the insurance coverages, amounts or policy conditions of such contractors', service providers' or carriers' insurance, or the financial failure of the applicable insurer, shall be the responsibility of Depositor. Prior to gaining access to the designated Warehouse, Warehouseman may require Depositor to require any of such contractors, service providers and to execute an access agreement in the form provided by Warehouseman. Depositor shall also require that such contractors, service providers and carriers perform in a prudent and workmanlike manner and comply with all Applicable Laws and all Warehouseman's policies, regulations and procedures. Warehouseman, in its reasonable discretion, reserves the right to reject any such Person's access to the designated Warehouse.

(d) Warehouseman will not accept responsibility for any demurrage or detention charges related to the Services contemplated in this Contract.

Section 5: TENDER FOR STORAGE

(a) All Goods for Storage shall be delivered at the Warehouse properly marked and securely packed, packaged, marked, and labeled for the Services. Depositor shall furnish at or prior to such delivery a bill of lading along with an inbound Advance Shipping Notice (ASN) showing the Goods to be tendered as well as a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of Storage and any other Services desired.

(b) Depositor shall prior to delivery of the Goods at the Warehouse provide comprehensive written instructions to Warehouseman reasonably necessary for the performance of the Services, including but not limited to any temperature or humidity requirements, food-grade storage requirements, segregation requirements, or any other requirements related to the proper or expected handling and Storage of the Goods.

(c) Should Goods in storage be transferred on the books of Warehouseman from one party to another, a new storage date is established on the date of transfer. On written request of the Depositor, and then only by special arrangement and subject to extra labor charges, original packages may be broken down for partial delivery. Storage charges become applicable upon the date that Warehouseman records the transfer of Goods, as this reflects a change in account ownership rather than a physical unloading event.

(d) Depositor shall be responsible for paying all taxes (other than Warehouseman's income taxes), including inventory or property taxes, value added taxes, levies, tolls, user charges and other duties of any nature, imposed by any Governmental Authority on Goods owned or controlled by Depositor that are handled in any manner by Warehouseman.

(e) Depositor's tendering of Goods for Services constitutes Depositor's acceptance of the most recent Schedule of Charges as tendered by Warehouseman, which are incorporated by reference herein.

Section 6: STORAGE CHARGES

(a) Storage Charges are contained in the Warehouseman's Schedule of Charges. Note that unless specified otherwise, Storage Charges will be prorated from the date of unloading through the end of the arrival month. Thereafter, full-month storage charges will apply on the first day of each subsequent month.

Section 7: TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS

(a) Instructions to transfer specified Goods on the books of the Warehouseman are not effective until delivered in writing to and accepted by Warehouseman, and all charges, up to the time transfer is made, are paid by the Depositor of record. If a transfer involves movement of Goods, such will be subject to an additional charge. When Goods in Storage are transferred from one party to another, a new Storage date is established on the date of transfer and a new warehouse receipt will be issued.

(b) The Warehouseman may, at its expense, 14 days after notice is provided to the Depositor of record, or to the last known holder of the negotiable or non-negotiable warehouse receipt, move any Goods in Storage from the Warehouse in which they are stored to any other Warehouse. The Warehouseman may, without notice, move Goods within any Warehouse in which they are stored.

(c) Unless previously mutually agreed in writing, the Warehouseman may, after providing notice to the Depositor of record and any other person known by the Warehouseman to claim an interest in the Goods, require payment of any and all charges and removal of the Goods from the Warehouse within a stated period of time not less than 30 days after the Warehouse provides notice. If Goods are not removed before the end of the stated period, the Warehouseman may sell them at a public sale in accordance with the applicable law where the Warehouse is located.

(d) If Warehouseman in Good Faith believes that stored Goods are about to deteriorate or decline in value to an amount less than that secured by the Warehouseman's lien, Warehouseman reserves the right to demand removal of the Goods within a reasonable time period. If said Goods are not timely removed, warehouseman may sell the Goods at a public sale in accordance with applicable law.

(e) If, as a result of a quality or condition of the Goods of which the Warehouseman did not have written notice from Depositor at the time of deposit, the Goods are discovered to be a hazard to other property, the Warehouse facilities, or other persons, the Warehouseman may sell the Goods at a public sale in accordance with the applicable law . If the Warehouseman, after a reasonable effort, is unable to sell all of the Goods, it may dispose of them or any part of them in any lawful manner and shall not incur liability by reason of that disposition. Pending such disposition, sale or return of the Goods, the Warehouseman may remove such Goods from the Warehouse and shall incur no liability by reason of such removal.

(f) When Goods are ordered out, the Warehouseman shall be afforded a reasonable time to execute shipping instructions, and no specific order processing or shipment times are guaranteed.

Section 8. HANDLING AND HANDLING CHARGES

(a) Handling charges cover the non-Storage Services contained within the Schedule of Charges and are also incorporated by reference herein.

(b) The rates charged are based on the account profile provided by Depositor and related assumptions as to the nature of the Goods, including but not limited to volume, weight, and mix, handling requirements and order profile. As with Storage Charges, all other charges, including but not limited to, unloading, loading, sampling, weighing, reconditioning and any other charges assessed for Services provided by Warehouseman, are contained in the Warehouseman's Schedule of Charges.

(c) Warehouseman may upon 7 days' written notice place Depositor on shorter credit terms or on a credit "hold" for reasons related to creditworthiness or payment history such as: (i) amounts owing for any services past 30 day credit terms; (ii) statement balance exceeding estimated value of goods on hand; (iii) operational requests requiring a large amount of labor expense in a short period of time; (iv) Depositor's request for final release of Goods on hand; and (v) invoices are in dispute but undisputed portions are not paid.

(d) If Depositor disputes any invoice (or any part thereof), Depositor shall provide Warehouseman with written notice of such dispute within fifteen (15) days of the date of such invoice. Any invoiced amount for which a notice of dispute is not timely furnished shall be deemed correct and conclusively accepted by Depositor, and Depositor waives any claim based on a disputed invoice after such fifteen (15) day period. Depositor shall, however, pay that portion of any invoice not in dispute and shall not withhold payment of the entire invoice amount.

(e) Notwithstanding anything to the contrary herein, Warehouseman may at its option perform a final accounting of Depositor's account, including an estimated amount for storage and handling charges related to Depositor's final outbound shipments of goods from the Warehouse, and shall invoice Depositor for all outstanding, pending and/or estimated charges and fees ("Final Accounting Invoice"). Depositor shall pay such Final Accounting Invoice immediately upon receipt and in any event prior to the final release of its goods from the Warehouse. Warehouseman shall have the right to suspend services and hold outbound shipments until such time as payment is received on such amount. If payment is by check services may be suspended and outbound shipments held until payment is cleared. To the extent Depositor notifies Warehouseman of a bona fide dispute regarding such amount, Warehouseman may withhold Goods in the amount of such disputed amount until the parties come to a final agreement on what is owed by Depositor to Warehouseman. In the event that Depositor does not immediately pay to Warehouseman the undisputed amount, then Warehouseman may exercise its lien rights as set forth herein.

(f) Unless Depositor declares in writing, at the time of arrival of car, rail truck or other vehicles that all dunnage or fastenings salvaged therefrom be returned or stored for Depositor, Warehouseman may claim ownership of such dunnage or fastenings or may arrange for disposal of same. In the event that such dunnage or fastenings is to be stored, a charge for Storage will be assessed and paid by Depositor.

(g) Labor for unloading Goods from other than regular containers or dry vans at warehouse door, additional expenses incurred by the Warehouseman in unloading damaged Goods, unloading or disposing of dunnage, and additional expenses incurred unloading containers or dry vans not at Warehouse door will be charged to and paid by the Depositor.

(h) When Goods are ordered out in quantities less than in which received, the Warehouseman may assess and Depositor shall pay an additional handling charge for each order or each item of an order.

(i) A minimum handling charge will be made for each receipt of inbound Goods. A minimum monthly charge to one account for handling will be made for each receipt of inbound Goods. This charge will apply also to each account when one Depositor has several accounts, each requiring separate records and billing.

Section 9: SHIPMENT INSTRUCTIONS

(a) No Goods shall be transferred or shipped, until the receipt by the Warehouseman of written complete, legible, comprehensive instructions, duly signed by the Depositor.

(b) Goods that are the subject of a negotiable receipt shall not be sold or transferred on the books of the Warehouseman unless the receipt, duly endorsed, is surrendered for either cancellation, or for endorsement of partial delivery. If a negotiable receipt is lost or destroyed, delivery of Goods may be made only upon order of a court of competent jurisdiction, plus the posting of security approved by law.

(c) The Warehouseman is not responsible for outbound transportation or the payment or correctness of related freight charges.

Section 10: WORKING HOURS AND SCHEDULING

(a) Working hours shall be determined at each respective Warehouse location and may vary from time to time.

(b) Scheduling shall be determined at each respective Warehouse location and may vary from time to time.

Section 11:VALUE ADDED SERVICES (SPECIAL SERVICES)

(a) Rates and charges for any requested supplies or Services other than those described in the Schedule of Charges incorporated by reference herein will be charged to and paid by the Depositor. Such charges include, but shall not be limited to, physical inventory counts, compiling of special stock statements, reporting marked weights, serial numbers or other data from packages, physical check of goods, receiving goods not accompanied by a manifest, handling transit billing, taking photographs of Goods, driver credentials, etc.

(b) All consumables and supplies utilized in performing Services such as pallets, dunnage, bracing, packing materials, tape, bubble wrap, shrink wrap, or other special supplies may be provided for the Depositor subject to a charge as outlined in the Warehouseman's Schedule of Charges. By prior written arrangement with Warehouseman, Goods may be received or shipped during other than usual business hours, subject to an additional charge and at the sole discretion of Warehouseman.

(c) Handling and storage charges for damaged Goods will be assessed upon receipt. The Warehouseman may refuse to accept damaged Goods. If accepted, however, the Warehousemen reserves the right to assess reasonable additional charges for damaged Goods above the standard rate for any Services which may be required for accommodating such damaged Goods.

SECTION 12: CUSTODY AND CONTROL; TITLE

(a) For Services provided at the designated warehouse, Warehouseman will have custody and control of the Goods from the time the Goods are unloaded from Truck-Trailers or Ocean Containers at the designated Warehouse until the Goods are transferred from the designated Warehouse to outbound Truck Trailers or Ocean Containers. Warehouseman will observe, while the Product is in Warehouseman's custody and control, proper practices and precautions, customary in the public warehousing industry, to prevent damage to or loss of the Goods. Subject to issuance of a lien, Warehouseman will at no time take title to Depositor's Goods handled by Warehouseman under the Agreement. All title to and ownership of any Goods while the same is in the custody and control of Warehouseman will be and will remain exclusively with Depositor. Warehouseman will not represent itself to any third party as the owner of any of such Goods. In the event of a change of title to the Goods, any storage or charges for Services incurred from the time of ownership change to the time Goods are loaded out from the facility shall become the responsibility of the new Goods title holder. Rates for said Storage and Services from the time of ownership change shall be assessed at Warehouseman's tariff rates, and these general terms and conditions shall also apply to the new Goods title holder as stipulated in this Contract. Depositor shall inform Warehouseman in advance of any such change of ownership in the Goods so that Warehouseman can determine, in its sole discretion, whether or not the new title holder shall be permitted to store Goods at the designated Warehouse as the Warehouseman's initial Service offering was with the original Depositor and not the new title holder. Should Warehouseman agree to store Goods after a change of ownership to a Third Party, Warehouseman shall be entitled to alter the payment terms to require full payment of Services is received by the Third Party prior to shipping out of Goods from the designated Warehouse.

(b) In the event a new title holder of the Goods fails to pay Warehouseman in accordance with Warehouseman's payment terms, the original Depositor agrees to assist Warehouseman in the collection of said charges.

Section 13. LIABILITY AND EXCLUSIONS OF AND LIMITATION OF LIABILITY

(a) Warehouseman shall not be liable for any loss or injury to Goods however caused unless such loss or injury resulted from failure by the Warehouseman to exercise such care as a reasonably careful person would exercise under like circumstances. The Warehouseman is not liable for damages that could not have been avoided by the exercise of such care.

(b) Warehouseman shall only be liable for loss or damage to Goods during the period of actual physical custody, beginning with receipt of the Goods upon delivery to the Warehouse and ending with completion of outbound loading of the Goods into truck trailers, containers, rail cars or other vehicles. Warehouseman shall not be liable for loss of or damage to Goods stored in truck trailers, containers, rail cars or other vehicles parked at the entrance to the Warehouse, except by prior written agreement.

(c) Warehouseman maintains warehouse legal liability insurance, but Goods are not insured by Warehouseman against loss or damage however caused. Depositor's insurance carrier shall endorse the policies to waiver subrogation against Warehouseman, and copies of such endorsements shall be furnished to Warehouseman upon request.

(d) Warehouseman shall not be liable for any loss or damage to Goods caused by or due to a Force Majeure Event, whether or not foreseeable.

(e) Warehouseman shall not be liable for shrinkage or loss in weight, or for loss or damage to Goods resulting from improper or insufficient packing, packaging, marking or labeling, cooperage, boxing, crating, failure to provide instructions, or any other acts or omissions of Depositor or its agents or contractors, suppliers, or customers, ordinary wear and tear or inherent qualities of the Goods, loss of Goods by leakage not caused by Warehouseman, or for concealed loss or damage not apparent upon visible inspection of the exterior of the Goods upon receipt at the Warehouse.

(f) Warehouseman shall not be liable for loss or damage to Goods caused by Indian meal moths, cigarette beetles, or other pests inherent in coffee and other agricultural products. Such pests are presumed to have been contained within Goods on receipt at the Warehouse and may have gone undetected due to their presence in larval stage. Warehouseman routinely conducts inspections designed to reveal evidence of such pests in order to protect Goods and to prevent infestations in its Warehouses but cannot guarantee that an inspection will provide absolute certainty as to whether or not there are any pests in the product prior to loading out from the designated Warehouse. Fumigation of Goods is always an option at the cost of the Depositor and Warehouseman is not responsible for those charges, noting that fumigation also does not guarantee complete removal of active pest activity which may be inherent in the Goods.

(g) In the case of Goods lost or damaged due to causes for which the Warehouseman is liable, the measure of damage for such lost or damaged Goods shall be their market value as defined in the delivery order.

(h) Warehouseman's rates and charges are based and quoted without regard to the value of the Goods and therefore in the case of Goods lost or damaged due to causes for which the Warehouseman is liable, Warehouseman shall not be liable for an amount exceeding two hundred and fifty (250) times the base monthly storage rate charged for the lost or damaged Goods.

(i) The Depositor may request in writing that Warehouseman's liability for loss or damage to Goods be increased above the maximum limits set forth herein. Upon receipt of such written request, Warehouseman will have the option to increase storage rates to reflect the increased risk, and in such a case any increased rates must be agreed in writing by Depositor.

(j) In case of Goods lost or misplaced, the Warehouseman shall be allowed fourteen (14) days in which to locate such Goods after a receipt of a written order.

(k) Perishables or other Goods which are susceptible to damage through temperature changes, atmospheric conditions, or other causes incident to general storage, may be accepted in general storage, after Depositor's written request and acceptance in writing by Warehouseman. Notwithstanding the aforementioned, the Warehouseman shall not be held responsible for such damages as might result from general storage conditions.

(l) Warehouseman shall only be liable for mis-delivery or shipping errors to the extent of its negligence or failure to comply with Depositor's written instructions, and such liability shall be limited to the reasonable cost to transport the Goods using the same or similar means of transportation to the correct destination, at Warehouseman's expense.

(m) The limitation of liability referred to in Section 10(f) shall be Depositor's exclusive remedy against Warehouseman for any claim or cause of action whatsoever relating to loss, damage and/or destruction of Goods and shall apply to all claims including inventory shortage/shrinkage and mysterious disappearance unless Depositor proves by affirmative evidence that Warehouseman misappropriated the goods to its own use. Depositor waives any rights to rely upon any presumption of misappropriation imposed by law. The Warehouseman shall not under any circumstances be liable for demurrage, detention, delays in unloading inbound trucks, rail cars or other vehicles or delays in obtaining or loading trucks, rail cars or other vehicles for outbound shipment.

(n) Warehouseman shall have no liability whatsoever for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation (whether suffered by Depositor or a third party) or third-party claims or pure economic loss (in each case whether direct or indirect) or for any indirect or consequential loss.

Section 14. CLAIMS PROCESS

(a) Claims for loss or damage to Goods or for any alleged Service failures made by the Depositor or any other persons must be presented in writing to the Warehouseman within a reasonable time, and in no event longer than either ten (10) days after delivery of the Goods by the warehouseman or ten (10) days after the Depositor of record or the last known holder of a negotiable warehouse receipt is notified by the Warehouseman that loss, damage and/or destruction to part or all of the Goods has occurred, whichever time is shorter. All charges must be paid on Goods lost or damaged prior to any claim being made for loss or damage to such Goods.

(b) No action may be maintained by the Depositor or others against the Warehouseman for loss or damage to the Goods or for any alleged Service failures unless a timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine (9) months after date of delivery by warehouseman or within six (6) months after Depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss, damage and/or destruction to part of, or, all of the Goods has occurred, whichever time is shorter.

(c) When Goods have not been delivered, notice may be given of known loss, damage and/or destruction to the Goods by any commercially reasonable means of communications to the Depositor of record or to the last known holder of a negotiable warehouse receipt. If notice is given by Warehouseman, the time limitation for presentation of a claim in writing and maintaining an action begins on the date of mailing of such notice by Warehouseman.

Section 15. LIENS

(a) Warehouseman shall have a general and particular on the Goods for all charges for Services (including demurrage and terminal charges), insurance, labor, or other charges present or future with respect to such Goods, advances or loans by Warehouseman in relation to the Goods or for expenses necessary for preservation of such Goods or reasonably incurred on their sale pursuant to law.

(b) Warehouseman's lien on the Goods in possession of Warehouseman shall specifically extend to all charges and expenses in respect of any other Goods handled or stored by Warehouseman in any Warehouse wherever located and whenever deposited, and to all unpaid charges and expenses for Services previously performed and invoiced by Warehouseman. Warehouseman's claims a lien for all unpaid charges for Services in accordance with the Schedule of Charges incorporated by reference herein.

(c) The Warehouseman shall have the right to refuse Services when monies are due.

Section 16. ENFORCEMENT OF WAREHOUSE LIEN

(a) Warehouseman's lien may be enforced by public or private sale of the Goods in accordance with applicable law, in bulk or in packages, in whole or in part, at any time or place and on any terms that are commercially reasonable, after notifying all persons known to claim an interest in the Goods. A disclaimer or modification of warranty in a Warehouse's disposition of Goods is commercially reasonable.

(b) Before any sale pursuant to this Section, any person claiming a right in the Goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred in complying with this Section. In that event, the Goods may not be sold but must be retained by the Warehouseman subject to the terms of the receipt.

(c) Warehouseman may buy at any public sale held pursuant to this Section.

(d) Warehouseman may satisfy his lien from the proceeds of any sale pursuant to this Section but shall hold the balance, if any, for delivery on demand to any person to which the Warehouseman would have been bound to deliver the Goods.

(e) The rights provided by this Section are in addition to all other rights available by law to a creditor against a debtor.

Section 17. CHOICE OF LAW

(a) This Contract shall be governed by and construed in accordance with the laws of the state where the Warehouse is located, including Article 7 of the Uniform Commercial Code as ratified in that state, notwithstanding its conflict of laws rules.

(b) Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Contract shall be brought only in the appropriate state or federal court in the state where the Warehouse is located.

Section 18. MISCELLANEOUS

(a) Warehouseman’s failure to insist upon strict compliance with any provision herein shall not constitute a waiver or estoppel to later demand strict compliance therewith and shall not constitute a waiver or estoppel to later demand strict compliance with any other provisions contained herein.

(b) In the event that any section of this Contract or part thereof shall be declared null, invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

(c) By depositing Goods with Warehouseman, Depositor represents and warrants that it is either the lawful owner of the Goods or is the authorized agent of the lawful owner and has full power and authority to enter into this contract.

(d) Depositor represents and warrants that the Goods are either not subject to a lien or security interest or that any lien or security interest is subordinated to the lien and security interest of the Warehouseman set forth herein.

(e) Depositor agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Contract and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Contract.

(f) All notices provided herein may be transmitted by any commercially reasonable means of communication and directed to the appropriate personnel at the Warehouse where the subject goods are located.

(g) This Contract supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, representations and undertakings between Warehouseman and Depositor whether written or oral and shall remain valid for one full year (365 days) from the date of implementation.

Section 19. FORCE MAJEURE

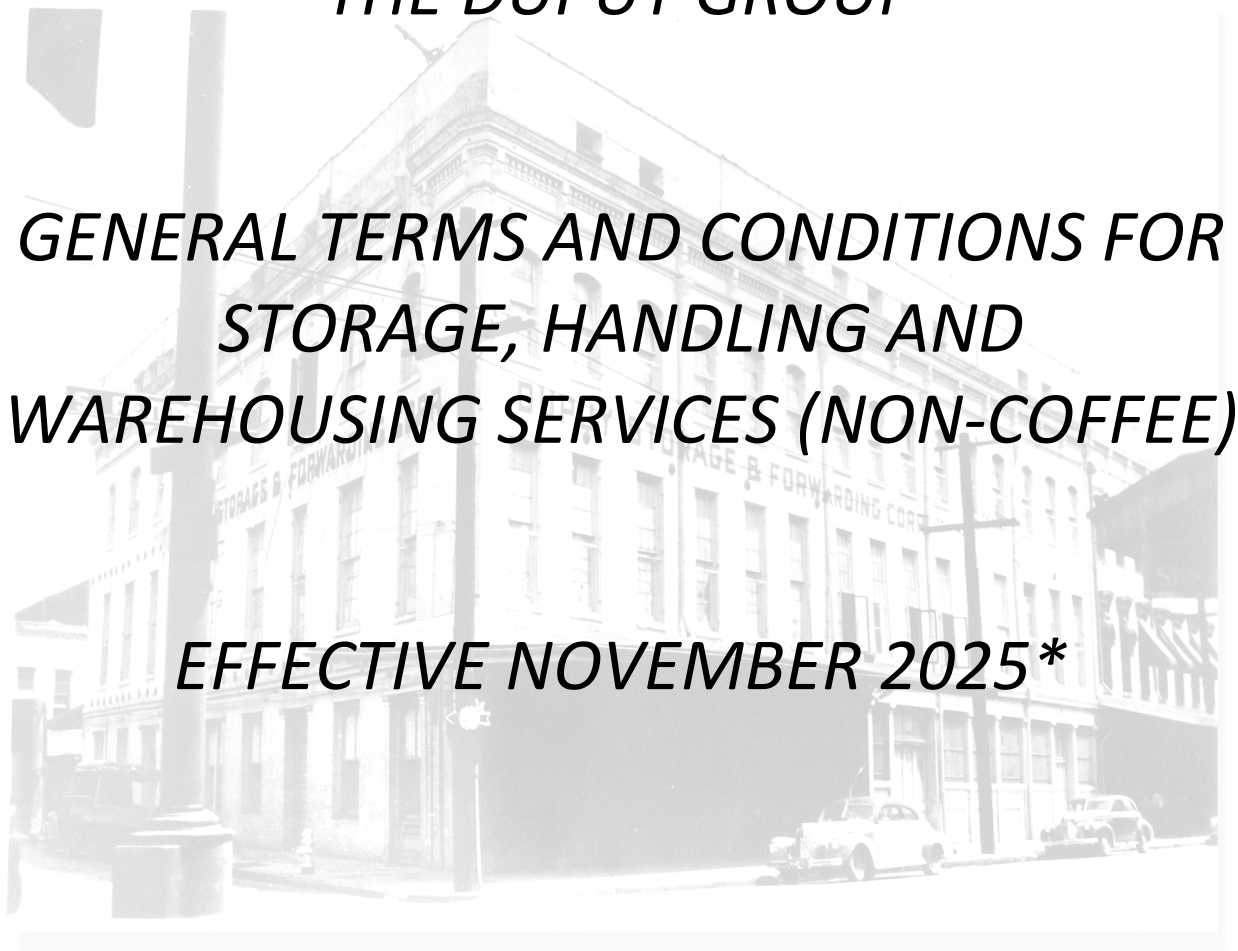
(a) Neither party shall be liable to the other for any delay or failure to perform the obligations of this Contract if (i) the delay or non-performance is caused by events or conditions beyond the defaulting party's control including but not limited to Acts of God, authority of laws, war, acts of civil or military authorities, governmental priorities, strikes or other labor disturbances, hurricanes, lightning strikes, earthquakes, fire, floods, fog, snow or other adverse weather conditions, unexpected equipment or utilities failure, epidemics, pandemics, embargoes, riots, delays attributable to port, terminal, or infrastructure congestion, or delays attributable to customs authorities and accidents ("Force Majeure Event"); and (ii) the defaulting party makes all reasonable efforts to perform. Goods remaining in storage during any Force Majeure Event will continue to be subject to Storage charges.

Section 20. SPECIAL PROVISIONS APPLYING TO COFFEE

(a) All storage of coffee will adhere to all storage recommendations and guidelines provided by the Commodity Futures Trading Commission as well as all best practice recommendations of the Green Coffee Association. In accordance therewith, all storage of coffee will be evidenced by eCOPS electronic warehouse receipts.

THE DUPUY GROUP

GENERAL TERMS AND CONDITIONS FOR STORAGE, HANDLING AND WAREHOUSING SERVICES (NON-COFFEE)



*EFFECTIVE NOVEMBER 2025**

*These Terms and Conditions are subject to change without notice. Please check with Dupuy for any potential changes prior to delivery of Commodity to our warehouse locations.

DUPUY STORAGE AND FORWARDING LLC
DUPUY STORAGE HOUSTON LLC
DUPUY STORAGE CHARLESTON LLC
GENERAL TERMS AND CONDITIONS V.4-25

1. Defined Terms.

"Affiliate" *means, with respect to any Person, any other Person (other than an individual) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term "control" (including its derivatives and similar terms) of a Person means possessing the power to direct or cause the direction of the management and policies of such Person, whether through ownership, by contract, or otherwise. A Person is deemed to be an Affiliate of another specified Person if such Person possesses (whether through beneficial ownership of voting securities or other similar interests, by contract, agreement or otherwise), directly or indirectly, the power to vote fifty percent (50%) or more of the voting securities or other similar interests of the specified Person.*

"Agreement" *means, collectively, the Rate Sheet and these General Terms.*

"Applicable Law" *means all applicable (a) United States federal, state, local and municipal laws (including environmental laws), statutes, directives, codes and ordinances and (b) rules, regulations, municipal by-laws, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, consent orders, consent decrees and policies of any Governmental Authority.*

"Business Day" *means a day, other than a Saturday or Sunday, on which the banks in New Orleans, LA are open for the transaction of normal banking business.*

"Claims" *means all claims or actions, threatened or filed and whether groundless, false, or fraudulent, arising out of the Agreement, and the resulting losses, damages, expenses, legal costs (including attorney's fees, court costs, and expert fees), whether incurred by settlement or otherwise, and whether arising or accruing prior to or after the termination of the Agreement. "**Claim**" means any of the foregoing. "**Competing Writing**" has the meaning set forth in Section 4(e) of these General Terms.*

*"**Confidential Information**" means information that could reasonably be understood to be the confidential or proprietary information of a Party or its Affiliates (whether or not specifically identified as confidential), in any form or medium. "Confidential Information" does not include any information that (a) is or becomes generally available to the public other than as a result of a disclosure by a Party in breach of the Agreement; (b) was rightfully available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party to the receiving Party; (c) becomes available to the receiving Party from a source other than the disclosing Party, provided that the source is not (to the knowledge of the receiving Party after reasonably inquiry) bound by a contractual, fiduciary obligation or other obligation of secrecy to the disclosing Party; or (d) is developed by the receiving Party independently of any Confidential Information by a person or persons who have not had access to the Confidential Information.*

"Customer" *means the customer identified in the Rate Sheet.*

"Customer Parties" *means (a) Customer and its Affiliates and Customer Third Parties and (b) the respective equity holders, officers, directors, employees, representatives, agents, contractors, successors and permitted assigns of any entity described in clause (a) of this definition (in each case, excluding any Operator Party).*

"Customer Third Party" *means each of Customer's suppliers, customers, service providers, contractors and vendors, including but not limited to any applicable Truck-Trailer hired for shipment by Customer; provided, however, that in no event will Operator or any of its permitted Subcontractors be deemed a "Customer Third Party".*

"Effective Date" *means the date first set forth in the Rate Sheet.*

"Emergency" *means any fire, spill or other sudden or unexpected event that causes, or in the reasonable discretion of Operator risks causing, (a) physical damage to any portion of the Facility or the property of Operator or a third party, (b) death or injury to any natural person, (c) damage to natural resources (including wildlife) or the environment, (d) safety concerns associated with continued operations at the Facility, (e) shutdown or failure of*

the Facility or (f) non-compliance with any Applicable Law, which is of such a nature that a response cannot, in the discretion of Operator reasonably exercised, await the decision of Customer.
"Event of Default" *has the meaning set forth in Section 11(a) of these General Terms.*
"**Facility(ies)**" *means Operator's facility(ies) located at*
"Force Majeure" *has the meaning set forth in Section 5(b) of these General Terms.*
"General Terms" *means these General Terms and Conditions.*
"Governmental Authority" *means any federal, state or local government, governmental authority, governmental department, ministry, office, commission, agency, court, board, instrumentality of any government, or judicial, legislative or administrative body, federal state, or local, having jurisdiction over a Party or any portion of the Services or the Facility.*
"Holiday" *means each of (a) New Year's Day, (b) Martin Luther King Jr. Day, (c) Good Friday, (d) Memorial Day, (e) Independence Day, (f) Labor Day, (g) Thanksgiving Day, (h) Day After Thanksgiving, (i) Christmas Eve Day and (j) Christmas Day. In the event one of the above Holidays falls on Sunday, the following Monday will also be observed as a holiday. In the event a holiday falls on Saturday, the Friday before will also be observed as holiday. (note in New Orleans, LA Mardi Gras Day is also recognized as an official State Holiday)*
"Ocean Container" *means a sea cargo container which meets ISO specifications.*
"Operator" *means Dupuy Storage and Forwarding, LLC, a Delaware limited liability company.*
"Operator Parties" *means (a) Operator, Landlord and their Affiliates and (b) the respective equity holders, officers, directors, employees, representatives, agents, contractors, successors and permitted assigns of any entity described in clause (a) of this definition (in each case, excluding any Customer Party).*
"Parties" *and* **"Party"** *means Customer and/or Operator and/or both*
"Permits" *means all consents, authorizations, licenses, waivers, permits, certificates of authority, approvals, agreements (including any leases, easements, servitudes or other instruments granting an interest in real property) and other similar documents from, by or with a Governmental Authority.*
"**Person**" *means any individual, corporation, general or limited partnership, limited liability company, joint stock company, joint venture, estate, trust, business trust, association, unincorporated organization, sole proprietorship, agency, trustee, Governmental Authority or any other form of entity not specifically listed herein.*
"Prime Rate" *means an interest rate per annum equal to the per annum "Prime Rate" as published in the "Money Rate" section of The Wall Street Journal. Interest shall be calculated on a daily basis and shall assume a three hundred sixty-five (365) day year. Interest calculations hereunder shall reflect changes in such Prime Rate as of the date on which such change is published in The Wall Street Journal.*
"Product" *means the "Commodity" as set forth in the Rate Sheet.*
"Prudent Operating Practices" *means, as of the relevant time engaging in those methods and acts generally engaged in or applied in warehousing in the United States by sophisticated owners and operators of warehouses similar to the Facilities that, in the exercise of reasonable judgment of a sophisticated owner or operator of a warehouse facility in the United States similar to the Facilities and in light of the circumstances known at the time of performance, would have been expected to accomplish the desired result at a reasonable cost consistent with functionality, reliability, safety and expedition with due regard for health, safety, security and environmental considerations.*
"**Railcar**" *means a railcar meeting the Railcar Specifications.*
"Railcar Specifications" *means the specifications provided to Customer by Operator in writing from time to time.*
"Railroad" *means the railroad serving the Facility.*
"Rate Sheet" *means the rate sheet to with these General Terms are attached.*
"Rates" *means the rates set forth in the Rate Sheet.*
"SDS" *means Safety Data Sheet(s).*
"Services" *means the services described in the Rate Sheet.*

"Subcontractor" *means any third-party contractor engaged by Operator (or Customer at Operator's direction) to provide any part of the Services or materials in respect of the Services of Operator hereunder.*
"Term" *means the term of the Agreement, which shall commence on the Effective Date and last as stipulated in the Agreement.*
"Third Party" *means a Person other than a Customer Party or an Operator Party.*
"Truck Trailer" *means a nonautomotive freight vehicle drawn by a motortruck.*

2. **Duties of Operator**.
   a. Regular Hours of Operation. Operator will provide the Services during the Facility's normal Business Days and hours, which are (as per specific Dupuy location/facility) with last truck deliveries accepted no later than (as per specific Dupuy location/facility), Monday through Friday. Upon reasonable notification and request by Customer, Operator may provide, at its sole discretion, and subject to availability of labor, Services on holidays and at times other than normal business hours. If agreed to by Operator, Customer will compensate Operator for such Services at the premium hour rate specified in the Rate Sheet, plus all reasonable costs, if any, over and above those normally incurred by Operator as a result of such Services.

   b. Personnel. Operator will provide and make available, as necessary, all workforce labor to provide the Services and perform its obligations under the Agreement. All such persons will be and remain the sole employees of Operator (or its Subcontractors) and be subject to Operator's exclusive authority, supervision, direction and control.

   c. Maintenance. From time to time, the Operator will take the Facility down for maintenance. Operator will use commercially reasonable efforts to schedule such activity in advance in order to avoid any interruption in the Services.

   d. Independent Contractor; No Agency. In the performance of the Services, Operator shall act as an independent contractor, with the right and authority to (i) direct and control all services and other day-to-day work being performed by the employees of Operator and its Affiliates and (ii) oversee all services and other work being performed by all Subcontractors. Customer shall have no right or authority to supervise, give instructions to or exercise control over any such Persons, and such Persons at all times shall (A) if employees of Operator or its Affiliates, be under the direct and sole supervision and control of Operator and (B) if employees of any Subcontractor, be under the direct and sole supervision and control of such Subcontractor.

   e. Limit on Liability. Notwithstanding the foregoing, nothing in this Section 2 or otherwise in the Agreement shall create liability for Operator to Customer beyond the allocation of liability set forth in Section 8 of these General Terms.

3. **Duties of Customer**.
   a. Transportation of Product. Customer shall be responsible for transporting (or arranging for the transportation of) Customer's Product to or from the Facility. Customer shall coordinate with Operator with respect to the scheduling and other aspects of how Product will be delivered to or picked up from the Facility. Customer will supply documentation for trucks that will arrive at the Facility in order for Operator to perform the Services hereunder.

b. Taxes, Tolls and User Charges. Customer shall be responsible for paying all taxes (other than Operator's income taxes), including inventory or property taxes, value added taxes, levies, tolls, user charges and other duties of any nature, imposed by any Governmental Authority on Products owned or controlled by Customer that are handled in any manner by Operator under the Agreement.

c. Railcars. Provide Detail if applicable; if not applicable insert N/A.

d. Railcars Staged Outside of Facility. Provide Detail if applicable; if not applicable insert N/A.

e. Truck Trailer and/or Ocean Containers. Each truck trailer shall be delivered to the Facility with Product properly and safely stowed and in a clean condition. Each Ocean Container shall be delivered to the Facility meeting ISO standards and be clean, dry, swept and ready for loading of outbound Product by the Operator.

f. Rejection for Safety. Customer shall ensure that each Product and vehicle delivered to the Facility in connection with the Services is in a safe condition. If Operator reasonably determines that any Product or vehicle delivered to the Facility in connection with the Services is not safe, Operator may reject delivery of such Product or vehicle pending resolution between Customer and Operator.

g. Permits. Customer shall obtain and maintain all Permits required to deliver Products to the Facility or to transport Products from the Facility.

h. Hazard Communication. Customer shall provide Operator with an SDS and any special handling instructions for all Product, including any raw materials used to produce such Product, prior to the arrival of such Product or raw materials at the Facility. Customer will provide updated SDSs and special handling instructions as necessary to reflect relevant changes.

i. Emergency Contact Information. Customer shall provide Operator with contact information that is accessible twenty-four (24) hours per day and seven (7) days per week in the event of an Emergency.

j. Equipment Furnished by Customer. To the extent Customer provides any equipment to facilitate the Services, (A) Customer shall be responsible for maintaining such equipment while it is being used to facilitate the Services, (B) Customer shall provide any training that may be required to ensure that such equipment is properly and safely operated by employees or representatives of Operator and (C) Operator shall not be responsible for any loss of or damage to such equipment except to the extent caused by the negligent acts or omissions of Operator or its employees or representatives.

k. Customers' Contractors and Service Providers. If Customer retains any contractors, service providers or carriers (other than Operator) in connection with the Services, Customer shall be responsible for the acts and omissions of such Persons. Any deficiency in the insurance coverages, amounts or policy conditions of such contractors', service providers' or carriers' insurance, or the financial failure of the applicable insurer, shall be the responsibility of Customer. Prior to gaining access to the Facility, Customer shall, and shall cause any of such contractors, service providers and carriers that require access to the Facility, to execute an access agreement in the form provided by Operator. Customer shall also require that such contractors, service providers and carriers perform in a prudent and workmanlike manner and comply with all Applicable Laws and all Operator policies, regulations and procedures. Operator, in its reasonable discretion, reserves the right to reject any such Person's access to the Facility.

l. Storage Area. Customer shall be entitled to inspect the intended storage area in advance prior to Operator placing Customer's Product in the intended storage area. Should Customer choose not to inspect the intended storage area prior to placement of Customer's Product, Customer shall have deemed said intended storage area as acceptable for use for Customer's Product.

m. Liens. Customer warrants that it has clear and unencumbered title to the Product at the time it is delivered to the Facility and that no third party claims an interest in the Product at the time it is delivered. Operator shall have, and Customer hereby grants to Operator, an express contractual lien and security interest upon all Product at any time delivered, received, stored, handled or redelivered hereunder for all of the Rates and other amounts payable by Customer to Operator pursuant to the Agreement. Operator may refuse to redeliver Customer's Product until all Rates and other amounts (including any applicable interest) have been paid. Said contractual lien and security interest may be foreclosed by Operator in accordance with the provisions of governing law. Such lien and security interest and other remedies of Operator provided in the Agreement shall not be exclusive but shall be cumulative and shall be in addition to all other remedies at law or in equity (whether by statute or under the common law). CUSTOMER WILL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS OPERATOR FROM AND AGAINST ANY AND ALL CLAIMS BY ANY THIRD PARTY OR OTHER PERSON OR ENTITY CLAIMING TO HAVE SUPERIOR RIGHT, TITLE, CUSTODY OR INTERESTS IN THE PRODUCT OR PRIOR LIENS IN AND AGAINST THE PRODUCT. In the event Customer does not have clear and unencumbered title to the Product at the time it is delivered to the Facility, Dupuy may require both Customer and the Secured Party to execute Dupuy's standard Bailee Agreement prior to Operator's receipt of Customer's Product.

n. Payments. Unless otherwise provided in the Rate Sheet, Customer will pay each invoice to Operator within thirty (30) days after the date of the invoice, to the address designated by Operator. Invoices not paid by Customer on the due date will bear interest from the due date until paid at the Prime Rate, plus one and a half percent (1.5%) per month. In the event Customer disputes in good faith one or more of the items in an invoice, Customer will notify Operator promptly (and in any event by the due date therefor) in writing of the item or items under dispute and the reasons therefor. Customer may withhold payment of the disputed portion of such invoice, without payment of interest, until the dispute is resolved in accordance with the terms of the Agreement. Any portion of a disputed invoice that is later paid will be paid with accrued interest thereon at the rate specified in this Section 3(l), from the date of such invoice until paid. Upon not less than ten (10) days' written notice to Customer, Operator may withhold its Services under the Agreement if Customer fails to pay timely any amounts invoiced by Operator that are not timely disputed in good faith by Customer.

o. Inventory Reconciliation. At least once each Contract Year or, within thirty (30) days subsequent to the termination of the Agreement, if less than one year, Customer and Operator shall jointly assess inventory handled and/or remaining at the Facility to determine whether there was any handling loss during that respective period. If no such inventory reconciliation is conducted as stipulated, the parties are deemed to have agreed that no loss handling loss occurred.

4. **Commercial Terms and Conditions**.

a. Custody and Control; Title. For Services provided at the Facility, Operator will have custody and control of the Product (i) for incoming Truck-Trailer or Ocean Container deliveries, from the time the Product is unloaded from Truck-Trailers or Ocean Containers at the Facility until the Product is transferred from the Facility to outbound Truck Trailers or Ocean Containers (ii) for outgoing Truck-Trailer and Ocean Container deliveries, from the time the Product is unloaded from incoming Truck-Trailers or Ocean Containers, as applicable, provided by Customer or its contractors until the Product is transferred from the Facility to Truck-Trailers or Ocean Container at the Facility. Operator will observe, while the Product is in Operator's custody and control, proper practices and precautions, customary in the public warehousing industry, to prevent damage to or loss of the Product. Operator will at no time take title to Customer's Product handled by Operator under the Agreement. All title to and ownership of any Product while the same is in the custody and control of Operator will be and will remain exclusively with Customer. Operator will not represent itself to any third party as the owner of any of such Product. In the event of a change of ownership of the Product subsequent to the initial delivery of Product to Operator, any storage or charges for Services incurred from the time of ownership change to the time Product is loaded out from the facility shall become the responsibility of the new Product title holder. Rates for said Storage and Services from the time of ownership change shall be assessed at Dupuy's standard tariff rates, and these general terms and conditions shall also apply to the new Product title holder as stipulated in this agreement. Customer shall inform Dupuy in advance of any such change of Product ownership so that Dupuy can determine, in its sole discretion, whether or not the new title holder shall be permitted to store Product at Dupuy. Since Dupuy's contract is with Customer, Dupuy, should it agree to store Product after a change of ownership to a Third Party, shall be entitled to alter the payment terms of this Agreement to such Third Party, including requiring that full payment of Services is received prior to shipping out of Product from the Facility.

b. Payment of Storage and Services by new Product title holder. In the event the new Product title holder fails to pay Dupuy in accordance with Dupuy's payment terms, Customer agrees to assist Dupuy in collection of said charges.

c. Risk of Loss. Subject to Section 4(a) of these General Terms, Operator is responsible for any loss of or damage to the Product to the extent caused by (i) any failure of Operator to fulfill its obligations under the Agreement or (ii) the negligent acts or omissions of Operator, its employees or representatives in connection with its performance of the Services. Operator's responsibility under this Section 4(b) will be for the production costs (excluding overhead and profit) for the Product lost or damaged. Customer will accept any loss for shrinkage of Product resulting from Services provided in the normal course of handling and storage of Product.

d. Demurrage. Operator will not be responsible for demurrage, standby, delay and similar charges unless such charges result solely from Operator's gross negligence or willful misconduct. Customer will be responsible for all other demurrage, standby, delay and similar charges.

e. Bill of Lading. Dupuy shall NOT be listed or identified as a consignee on any bill of lading or commercial document relating to Customer's Product.

f. No Additional Terms. Any bill of lading, receipt, or other writing or evidence of loading or unloading issued in connection with Operator's provision of the Services pursuant to the Agreement (each, a "***Competing Writing***") will be considered acknowledgement of receipt or delivery only, it being the intention of the Parties that the Agreement contains all of the terms and conditions agreed upon by the Parties for the performance of the Services contained herein. The terms and conditions of the Agreement will supersede any terms and conditions contained in any Competing Writing.

5. **Force Majeure**.

a. Procedure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under the Agreement, other than to make payments then or thereafter due hereunder, upon such Party giving notice and a detailed description of such Force Majeure to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice, to the extent they are affected by such Force Majeure, will be suspended during the continuance of any inability so caused but for no longer period, and such cause must as far as possible be remedied with all reasonable and diligent dispatch by the Party claiming such in order to put itself in a position to carry out its obligations under the Agreement. The Party claiming Force Majeure must promptly provide notice to the other Party of the date of termination of such Force Majeure event.

b. Definition. The term "***Force Majeure***" means any event not within the control of the Party (or any of its Affiliates) claiming suspension and that by the exercise of due diligence such Party could not have prevented or overcome, including events of nature or the elements, strikes, lockouts or other labor disturbances, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, arrests and restraints of Governmental Authorities and other Persons, civil disturbances, environmental accidents affecting the land, air or water, explosions, breakage or accident, freezing or unexpected failure of equipment, machinery or assets other casualty occurrences substantially affecting the operation of the Facility, terrorist acts or the threat thereof, the necessity for making repairs or alterations to equipment, machinery, materials, equipment, rights-of-way, permits, or labor, and any actions by Governmental Authorities that are resisted in good faith.

c. Strikes. Notwithstanding anything to the contrary contained herein, it is understood and agreed that the settlement of strikes or lockouts or other labor disturbances is entirely within the discretion of the Party having the difficulty, and that the requirement under Section 5(a) of these General Terms that any Force Majeure must be remedied with all reasonable dispatch will not require the settlement of strikes or lockouts or other labor disturbance by acceding to the demands of opposing Persons when such course is inadvisable in the discretion of the Party having the difficulty.

d. Damage or Destruction of the Facility.

i. If any portion of the Facility is damaged, thus impairing Operator's ability to provide any or all of the Services, Operator will have no obligation to repair the Facility

ii. If such damage occurs, Operator will notify Customer in writing within forty-five (45) days after such occurrence whether the damage to the Facility will be repaired, and the expected date of completion of such repairs.

iii. If Operator elects to repair the Facility pursuant to Section 5(d)(ii) of these General Terms, then the Agreement shall continue in force upon the completion of repair and the Term shall be extended by the period of time equal to the total amount of time that the Facility is unavailable to Customer.

iv. Should Operator give Customer written notice of Operator's intention not to repair the Facility, then the Agreement will be deemed to be terminated.

6. **Operator Insurance**.
   a. Without in any way limiting any of Operator's obligations, indemnities or liabilities as specified elsewhere in the Agreement, Operator shall, at its expense, procure and maintain throughout the Term the following insurance coverage by insurance companies that have a financial strength rating of at least "A-, VII" as rated by A.M. Best:
      i. Worker's Compensation insurance with statutory limits as required by Applicable Law
      ii. Employer's Liability insurance protecting Operator against liability in the absence of Worker's Compensation statutory liability or where Worker's Compensation statutory liability does not apply, for employee bodily injury with limits of $1,000,000 per occurrence;
      iii. Commercial General Liability for bodily injury, property damage, personal injury, contractual liability and products and completed operations with limits of $2,000,000 per occurrence (or $5,000,000 per occurrence, if the Product is a hazardous material), including cross-liability coverage;
      iv. Automobile Liability insurance including non-owned and hired vehicle coverage for loading and unloading, with limits of $1,000,000 combined single limit, and if the Product is a hazardous material, an MCS 90 endorsement is required and coverage will include the CA 9948 (Broadened Pollution Liability) endorsement or equivalent, non-owned and hired vehicle coverage and coverage for loading and unloading, with limits of $5,000,000 combined single limit.

   b. With the exception of the Worker's Compensation policy, the policies required under Section 6(a) of these General Terms will, to the extent of the insured liabilities assumed by Operator in the Agreement, name Customer as an additional insured, provide for a waiver of subrogation against Customer and be primary and non-contributory coverage and not be excess over any valid insurance that may be available to Customer. Upon request, Operator will provide to Customer certificates or other acceptable documentary evidence evidencing the foregoing insurance.

7. **Customer Insurance**.
   a. The Rates do not include any insurance covering damage to or loss of Customer's Product while it is in the custody of Operator, it being expressly understood and agreed that insurance, if any is desired by Customer, shall be carried by Customer at its own expense. Customer's insurance carrier shall endorse the policies to waiver subrogation against Operator, and copies of such endorsements shall be furnished to Operator upon request.

8. **Indemnification; Limitation of Liability**.
   a. Indemnification by Operator. To the fullest extent permitted by law, and except as otherwise provided in the Agreement, OPERATOR HEREBY AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CUSTOMER PARTIES from and against any and all Claims (inclusive of Claims made by or of a Third Party) for any injury or death of persons and/or damage, loss or injury to any property (excluding Product) directly or indirectly arising out of, incident to, or in connection with the Services, TO THE EXTENT SUCH CLAIMS ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY, WILLFUL MISCONDUCT OR OTHER FAULT OR BREACH OF LEGAL DUTY BY OPERATOR.

b. Indemnification by Customer. To the fullest extent permitted by law, and except as otherwise provided in the Agreement, CUSTOMER HEREBY AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE OPERATOR PARTIES from and against any and all Claims (inclusive of Claims made by or of a Third Party) for any injury or death of persons and/or damage, loss or injury to any property (excluding Product) directly or indirectly arising out of, incident to, or in connection with the Services, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY, WILLFUL MISCONDUCT OR OTHER FAULT OR BREACH OF LEGAL DUTY BY OPERATOR.

c. Indemnification Procedure. A party indemnified hereunder will, as soon as practicable after receiving notice of any suit brought against it within this indemnity, furnish to the indemnifying Party the full particulars within its knowledge thereof and will render all reasonable assistance requested by the indemnifying Party in the defense of any Claims. Each indemnified party will have the right but not the duty to participate, at its own expense, with counsel of its own selection, in the defense and/or settlement thereof without relieving the indemnifying Party of any obligations hereunder; *provided*, *however*, that the indemnifying Party will have control over the defense and settlement as long as the settlement does not impose any obligations on the indemnified party.

d. Limitation on Liability. Notwithstanding any other provision of the Agreement, no Operator Party will be liable to any Customer Party for the amount of any Claim(s) in the aggregate, that exceeds the aggregate amount of Rates paid to Operator by Customer under this Agreement during the one year prior to the events that gave rise to such Claim or, if under one year, up to one hundred percent (100%) of fees which otherwise would have been invoiced to Customer up to that time.

e. Disclaimer of Consequential Damages. THE PARTIES AGREE THAT NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFITS OR BUSINESS INTERRUPTIONS ARISING OUT OF THE AGREEMENT, AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE (WHETHER ACTIVE OR PASSIVE), STRICT LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT STATUTORY LIABILITY AND STRICT LIABILITY IN TORT) OR OTHER FAULT OF ANY PARTY. THE IMMEDIATELY PRECEDING SENTENCE SPECIFICALLY PROTECTS EACH PARTY AGAINST SUCH PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT EVEN WITH RESPECT TO THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF SUCH PARTY; AND ALL RIGHTS TO RECOVER SUCH DAMAGES OR LOST PROFITS ARE HEREBY WAIVED AND RELEASED.

f. Compliance with Laws. The exculpation and indemnifications provisions included herein shall be effective to the maximum extent permitted by Applicable Law. The Parties agree that in the event any Applicable Law, when applied to the Agreement, limits in any way the extent to which exculpation or indemnification may be provided to the beneficiary thereof in accordance with the terms hereof, the Agreement shall automatically be amended to provide that the exculpation and indemnification provisions included herein shall extend to the maximum extent permitted by Applicable Law.

9. **Confidential Information**. If either Party receives Confidential Information from the other Party or its Affiliates in connection with the performance of a Party's obligations under the Agreement, the receiving Party shall, and shall cause its Affiliates to (a) hold in confidence such Confidential Information and not disclose such Confidential Information to any other Person and (b) not use Confidential Information, for itself or any other Person, except as required to perform its obligations under the Agreement. Notwithstanding the preceding sentence, either Party may disclose Confidential information (i) to such Party's or its Affiliates' employees, officers, directors, managers, partners, agents, attorneys, accountants or advisors who need to know such information for the purposes of performing such Party's obligations under the Agreement or (ii) if requested or required by law, oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena or other similar process.

10. **Publicity**.
    a. Without reasonable prior notice to the other Party, no Party will issue, or permit any agent or Affiliate of it to issue, any press releases or otherwise make, or cause any agent or Affiliate of it to make, any public statements with respect to the Agreement, any confidential information or the activities contemplated hereby or thereby, except where such release or statement is deemed in good faith by such releasing Party to be required by law or under the rules and regulations of a recognized stock exchange on which shares of such Party or any of its Affiliates are listed, and in any case, prior to making any such press release or public statement, such releasing Party shall provide a copy of the proposed press release or public statement to the other Party reasonably in advance of the proposed release date as necessary to enable such other Party to provide comments on it; *provided* that such other Party must respond with any comments within two Business Days after its receipt of such proposed press release.

    b. Notwithstanding anything to the contrary in Section 9 or Section 10(a) of these General Terms, in the event of any Emergency endangering property, life or the environment, Operator may issue such press releases or public announcements as it deems necessary in light of the circumstances and shall promptly provide Customer with a copy of any such press release or announcement.

11. **Default and Termination**.
    a. Events of Default. Any one or more of the following will constitute an "***Event of Default***" hereunder:
        i. Either Party fails to pay any amount (other than one disputed in good faith) within ten (10) days after such amount is due hereunder unless the other Party otherwise consents in writing.
        ii. Either Party fails to perform or observe any material term or provision of the Agreement to the reasonable satisfaction of the other Party and such failure (A) has not been cured within thirty (30) days after written notice thereof has been given by the non-defaulting Party when the failure can be cured within such period or (B) if the failure cannot be cured within such period, (1) the defaulting Party fails to initiate or diligently pursue a cure within such period or (2) the defaulting Party fails to cure the failure within such additional period as may reasonably be required to effect a cure after the notice.
        iii. Either Party (A) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (B) is unable, or admits in writing its inability, to pay its debts generally as they mature, (C) makes a general assignment for the benefit of its creditors, (D) is dissolved or liquidated in full or in part, (v) becomes insolvent (as such term may be defined or interpreted under any Applicable Law), (E) commences a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar Applicable Law now or hereafter in effect or consents to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it or (F) takes any action for the purpose of effecting any of the foregoing.

b. Remedies. Upon the occurrence or continuance of an Event of Default, the non-defaulting Party may at its option do any one or more of the following in any order, upon notice to the defaulting Party: (i) terminate the Agreement without relieving the defaulting Party of any of its obligations under the Agreement or (ii) exercise any or all other rights or remedies otherwise provided by the Agreement, at law or in equity.

c. Remedies Cumulative. All remedies provided for herein and in any other agreements or written instruments referred to herein are cumulative and will be in addition to each other and to any and all other rights and remedies provided at law or in equity. The exercise of any right or remedy by the non-defaulting Party hereunder will not in any way constitute a cure or waiver of default hereunder, or invalidate any act done pursuant to any notice of default or prejudice the non-defaulting Party in the exercise of any of the rights or remedies hereunder.

12. **General Provisions**.

a. Entire Agreement; Superseding Effect. The Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all provisions and concepts contained in all prior agreements of the Parties with respect to the subject matter hereof and thereof.

b. Effect of Waiver or Consent. Except as otherwise provided in the Agreement, a waiver or consent, express or implied, to or of any breach or default by any Party in the performance by that Party of its obligations with respect to the Agreement is not a consent or waiver to or of any other breach or default in the performance by that Party of the same or any other obligations of that Party with respect to the Agreement. Except as otherwise provided in the Agreement, failure on the part of a Party to complain of any act of any Party or to declare any Party in default with respect to the Agreement, irrespective of how long that failure continues, does not constitute a waiver by that Party of its rights with respect to that default until the applicable statute-of-limitations period has run.

c. Amendment or Restatement. The Agreement may be amended or restated only by a written instrument executed by all of the Parties.

d. Binding Effect. The Agreement is binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

e. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana excluding any conflict-of-laws rule or principle that might refer the governance or the construction of the Agreement to the law of another jurisdiction.

f. Severability. If any term or other provision of the Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not materially affected in any manner adverse to any Party. If any provision of the Agreement or the application thereof to any Party or circumstance is held invalid or unenforceable to any extent, (i) the remainder of the Agreement and the application of that provision to the Parties or circumstances is not affected thereby and (ii) the Parties shall negotiate in good faith to replace that provision with a new provision that is valid and enforceable and that puts the Parties in substantially the same economic, business and legal position as they would have been in if the original provision had been valid and enforceable.

g. Assignment. Neither Party shall assign or novate the Agreement, or any interest therein, without the prior written consent of the other Party; *provided*, *however*, that Operator may, upon notice to but without consent of Customer, assign the Agreement (i) to an Affiliate of Operator, (ii) to financing entities or any other Person in connection with Operator's efforts to obtain any equity or debt financing, by way of outright or collateral assignment or (iii) to any Person into or with which Operator is consolidated, amalgamated or merged (including by restructuring or reconstitution) or to which the Facility is transferred. Notwithstanding the foregoing, Operator may subcontract any portion of its Services hereunder.

h. Dispute Resolution. If the local management of each of the Parties is not able, in good faith, to resolve any dispute within ten (10) days from the receipt of written notice thereof, the senior management of each of the Parties will meet within twenty (20) days following the receipt of such notice and will attempt in good faith to resolve such dispute. If the senior management of the Parties is not able to resolve the dispute within ten (10) days, either Party may submit the dispute to a court of competent jurisdiction. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THE AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

i. Conflict of Interest. Neither Party will pay any commission, fee, or rebate to an employee of the other Party or favor an employee of the other Party with any gift or entertainment of significant value.

j. Headings. The Section headings contained in the Agreement are used only as a matter of convenience and are neither to be considered a part of the Agreement nor to be used in determining the intent of the Parties.

k. Survival. The provisions of the Agreement that by their nature survive its termination (including indemnities, waivers, releases, limitations, exclusions, warranties, licenses, confidentiality and governing law provisions and all provisions requiring payment of Rates, fees or other amounts that have not been paid prior to such termination or expiration) shall survive, regardless of the basis for such termination. Without limiting the foregoing, the following provisions shall survive in accordance with this Section 12(k): Section 8 of these General Terms (*Indemnification; Limitation of Liability*), Section 9 of these General Terms (*Confidential Information*), Section 11(c) of these General Terms (*Remedies Cumulative*), Section 12 of these General Terms (*General Provisions*) and (to the extent necessary for the interpretation of any other surviving provision) Section 1 (*Defined Terms*). Notwithstanding anything to the contrary in the Agreement and any termination thereof, each Party shall retain all rights, and be liable for all obligations and liabilities, that, in each case, have accrued prior to the effectiveness of such termination.

l. Third Party Beneficiaries. The provisions of the Agreement are for the sole benefit of Customer and Operator and there are no third party beneficiaries hereof other than the indemnities under Section 8 of these General Terms and assignees contemplated by Section 12(g) of these General Terms.

m. Adequate Assurances. If at any time during the Term, Operator has reasonable grounds for believing that Customer cannot or will not be able to meet its current or future obligations, then as adequate assurance of performance, Operator may require, at its option, Customer to provide (i) an irrevocable stand-by letter of credit from a bank acceptable to Operator, and on terms and in an amount acceptable to Operator; (b) a guaranty from a Person, and on terms, acceptable to Operator; or (c) prepayment in an amount sufficient to provide, in Operator's sole reasonable discretion, adequate security for payment by Customer of all its obligations for the remainder of the Term. If Customer fails to provide the required adequate assurance within five (5) Business Days after its receipt of Operator's notice requiring same, Operator may terminate the Agreement immediately upon notice to Customer.

n. Further Assurances. In connection with the Agreement and the transactions contemplated hereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of the Agreement and those transactions; *provided*, *however*, that, subject to Section 12(m), this Section 12(n) shall not obligate any Party (or its Affiliates) to furnish any guarantees or other credit support.

o. Notices. All notices, requests, demands and other communications provided for by the Agreement shall be in writing and shall be given by personal delivery, sent via a nationally recognized overnight courier service, or sent by United States mail, receipt confirmed, (i) if to Customer, the corresponding address set forth in the Rate Sheet or (ii) if to Operator (A)The Dupuy Group, 4300 Jourdan Road, New Orleans, LA 70126 Attn: Commercial Department. Any notice shall be deemed received, unless earlier received, (1) if sent by overnight courier service, on the next Business Day, (2) if sent by certified or registered United States mail, return receipt requested, when actually received and (3) if sent by United States mail, first class, five (5) Business Days after posting in the United States mail.

p. Priority. The Rate Sheet and these General Terms are incorporated into, made part of the Agreement and shall be given full force and effect as if contained in the body of the Agreement. In the event of any ambiguity, discrepancy, conflict or inconsistency between the provisions of any of the documents listed below, the document with the higher priority shall control to the extent of such ambiguity, discrepancy, conflict or inconsistency, which order of priority is as follows: (i) the Rate Sheet, and (ii) these General Terms.

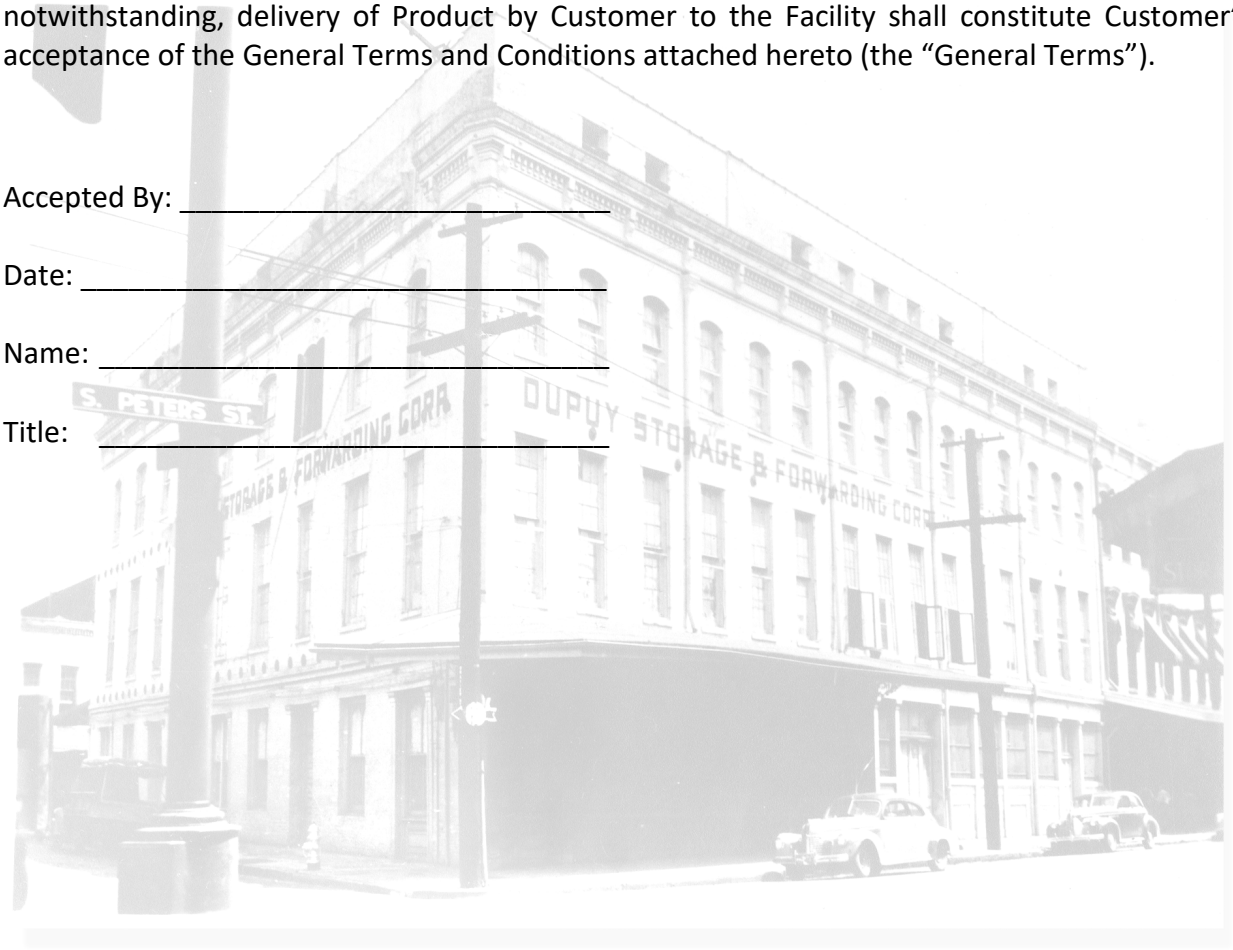
q. Interpretation. Unless the context requires otherwise: (i) the gender (or lack of gender) of all words used in the Agreement includes the masculine, feminine and neuter; (ii) references to Sections refer to Sections of these General Terms; (iii) references to laws refer to such laws as they may be amended from time to time, and references to particular provisions of a law include any corresponding provisions of any succeeding law; (iv) references to any agreement refers to such agreement as it may be amended from time to time; (v) references to money refer to legal currency of the United States of America; (vi) words, including defined terms in these General Terms, in the singular include the plural and vice versa; (vii) the conjunction "or" shall be understood in its inclusive sense (and/or); (viii) the words "includes", "including" and words of similar import are deemed to be followed by the words "without limitation"; and (ix) the words "hereby", "herein", "hereunder", "hereof" and words of similar import refer to the Agreement as a whole (including these General Terms) and not merely to the specific section, paragraph or clause in which such word appears.

GENERAL TERMS:

Services provided By Dupuy Storage and Forwarding LLC ("Operator") are subject to the terms, conditions, and provisions of the General Terms and Conditions attached hereto (the "General Terms"). The terms, conditions and provisions of the General Terms shall be deemed accepted by and binding upon Customer by signature evidencing acceptance of this Rate Sheet. Signature notwithstanding, delivery of Product by Customer to the Facility shall constitute Customer's acceptance of the General Terms and Conditions attached hereto (the "General Terms").

Accepted By: _____

Date: _____

Name: _____

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