

Cold Box Express, Inc. (CBX)

Standard Terms and Conditions

The following terms and conditions are to be included as standard with every quotation or invoice of Cold Box Express, Inc. (hereinafter sometimes referred to as "CBX"), are incorporated into every agreement between the parties, and apply to each order. These terms and conditions supersede all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any different or additional terms contained in any other document or buyer's purchase order or other acknowledgement forms are void and of no force or effect. These terms and conditions may only be modified by a written document signed by both parties.

Quotations:

All quotations are valid for 60 days from date of quotation, unless otherwise noted, withdrawn prior to acceptance, or otherwise approved in writing. All quotations are based only on information, verbal or written, supplied to CBX by lessee. CBX may invoice for cost increases that occur due to insufficient information supplied to CBX. Acceptance of any quote shall be limited to the terms described herein.

Purchase Orders:

Trips will be placed into the delivery schedule only upon receipt of an appropriate purchase order, service order, or contract that is approved and accepted by CBX. Approval may be conditioned upon lessee credit approval, deposit, acceptable payment terms, and written order confirmation by CBX.

Such orders shall include the requested delivery date for the trip origin and the anticipated return delivery to the CBX designated depot warehouse. If, for any reason, an order is cancelled, CBX standard cancellation charges will apply.

Application of Rates and Charges:

For Short Term (Trip Lease) Rental:

The total cost of a CBX rental is priced as fixed rate fee for the use of the unit for up to five business days. The first billed date will be the business day after the unit is delivered to the customer point of trip origination. Should the Cold Box (also referred to as Climate Crate) be delivered to the origin prior to the requested date, the charge will still be determined by the requested trip origin date unless the customer has changed the trip date prior to delivery or if the trip begins earlier than the requested date. The usage period will end on the date that the unit is returned to CBX, or picked up by CBX, from the destination location. **Should the usage exceed five business days, which includes the return date, the customer will be charged the effective Monthly Rental rate for this rental.** If CBX is to coordinate depot return upon trip completion, customer must notify CBX that it has been unloaded and it is released for pick up. Failure to notify CBX of this release may result in additional delays in depot return and will be the responsibility of the customer. Delays in delivery or pickup due to inclement weather, a carrier's failure to meet its schedule, or the provision of an incorrect bill of lading will also be the responsibility of the customer.

For Monthly and Long-Term Rentals

The total cost of a CBX rental priced as a month-to-month or long-term rental is determined by the number of months from the requested date of delivery to the requested delivery location and the date of the return of the container to the nearest CBX Depot Warehouse, as designated by CBX. All charges except delivery fees will recur monthly until customer notifies CBX of their intent to return the container. Container must be returned no later than the last day of the 30-day billing period, otherwise the rental will auto-renew for another 30 days. If the container is contracted for a specific number of months that number of months will be the minimum rental period and thereafter customer will be billed on a month-to-month basis until the container is returned. The first monthly billed date will be the date specified by customer as the Climate Crate delivery date. Should the Climate Crate be delivered to the specified location prior to the requested date, the charge will still be determined by the requested delivery date.

Other charges, such as origin delivery fees, trip tracking and monitoring, data usage, will be billed as the charges appear on the quote for each period or according to a master agreement which may be in force at the time of the rental.

Taxes:

Customer will pay all excise taxes, sales and use taxes, personal property taxes and all other taxes and charges which may be imposed by any governmental entity arising from the acquisition, use, ownership or leasing of the Climate Crate by customer.

Set-up and Delivery Considerations:

Unless other arrangements are agreed, CBX will be responsible for the delivery of the Climate Crate to the point of trip origin and will charge customer the quoted delivery fee. The Climate Crate will be delivered to customer with internal batteries having been fully charged at the CBX depot and, if feasible, cooled or heated to the desired transport temperature. The amount of charge remaining upon delivery to the point of origin will depend on the distance to the origin, the ambient temperature, and the customer desired interior box temperature.

Customer will assume responsibility for the care and proper set-up of the Climate Crate for the rental period, including recharging the unit to full charge and bringing the unit to desired temperature and bandwidth set points. CUSTOMER UNDERSTANDS THAT CARGO MUST BE PRE-CONDITIONED TO THE DESIRED TRANSIT TEMPERATURE PRIOR TO LOADING THE CARGO IN THE CLIMATE CRATE CONTAINER. SHOULD CARGO BE LOADED AT A TEMPERATURE HIGHER OR LOWER THAN THE DESIGNATED TRANSIT TEMPERATURE, THE CLIMATE CRATE MAY NOT PERFORM AS INTENDED. This will maximize the temperature management throughout the rental. Other Operational Best Practices are described in detail on the CBX web site (www.cbxtemp.com) under the 'About' tab.

Customer is also responsible for transport arrangements and costs for the express trip and will be responsible for the transport and safe return of the Climate Crate to the nearest CBX depot warehouse, during normal operating hours, as directed by CBX. Customer is responsible for all freight risks/costs and is responsible for necessary loading and unloading the container at the origin and destination locations. Customer shall make a careful inspection of the container at the time of delivery at origin. Customer or Lessee's failure to give a written notice of any type of observable damage or malfunction of the box within 48 hours of origin delivery shall constitute an unqualified acceptance of the container and a waiver of all claims with respect thereto.

CBX reserves the right to deliver the Climate Crate to the customer's point of origin up to 48 hours prior to the customer's requested date.

Damage to Climate Crate Contents:

CBX is not responsible for any loss or damage to customer's cargo, including incidental or consequential damages, regardless of the cause of such loss and regardless of who is at fault and notwithstanding that the customer may have purchased 24/7 Near Real-Time Tracking and associated alarm notifications.

Damage to the Climate Crate:

Upon return to the CBX Depot Warehouse, the container will be inspected for damage that may have been incurred while in lessee's possession. Damage other than that which may be caused by normal wear and tear associated with normal operation and handling will be subject to a damage claim for which the customer will be responsible. Loss of a Climate Crate has a stipulated value of \$31,500 USD. Component damage will be accessed at material and labor cost with customary mark-up. Cold Box Express, Inc., will provide itemized detail for material and labor required to support damage claim.

If Damage Waiver is not contracted, Lessee agrees to pay for all damages outside Normal Wear and Tear, as defined in this Agreement and agrees to pay a damage deposit as defined in the quote. Damage Waiver is not in effect unless customer's accepted order so specifies and a separate charge has been applied.

Damage Waiver Coverage Description:

The Damage Waiver, if purchased, insures the customer against damage caused to the container outside the normal wear and tear that is expected from transit and warehouse handling. For instance, accidental holes, dents, bends, or other damage caused to either the exterior or interior components by the accidental dropping, hitting, gouging, or other types of forklift incidents, would be the responsibility of Cold Box Express, Inc., should the damage waiver fees be paid for the particular trip in which the accident takes place.

The following examples are items and instances that are NOT considered normal wear and tear and are NOT covered by the Damage Waiver fee:

- Container Loss.
- Damage to goods shipped inside the container.
- Damage to other equipment or property.
- Any consequential or incidental loss or lost profit.
- Repair cost on container from damage outside normal wear and tear that is caused by negligence or misconduct (i.e. if the container is damaged purposely by customer).
- Excessive depletion of battery system, which is defined by the battery system level that reaches a draw down to 70% or greater depth of discharge on three or more occasions during the rental of the Climate Crate.

Damage Waiver Process

For damages identified in the damage control process and covered by the Damage Waiver, only the Deductible in the amount of \$125.00, will be charged, instead of the full amount for the repair cost. The amount of the damage charged to the customer, if not covered by the Damage Waiver fee, will be the actual cost incurred by CBX as a consequence of damage, including labor and parts to repair or replace damaged components, any extraordinary cost of cleaning, and the reimbursement of the cost of transportation and loss of the use of the unit, all as determined by CBX.

Battery Care

CBX reserves the right to remotely deactivate the Climate Crate HVAC system in the event the battery level reaches a draw down to 70% depth of discharge, regardless of the payload status and/or location of the Climate Crate. In the event this occurs, the Climate Crate HVAC system will not be activated until the Climate Crate has been properly charged. Further, CBX reserves the right to adjust the temperature set point should cargo be loaded into the Crate that is not also at the set point temperature when loaded.

Operation Assistance and Training:

Upon request, each rental is accompanied by telephone support to assist customer in the proper set-up and operation of the Climate Crate.

Payment Terms:

An invoice will be produced at the termination of each rental period for a trip lease rental. Invoicing will begin on the first day of the monthly rental period. Payment terms are net 30 from date of invoice. An additional 1.5% per month (18% APR) interest charge will be charged on all amounts not paid within 30 days, both before and after judgment, and continuing each month until paid. In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency and reasonable attorneys' fees, interest and all other costs of collection. Payment terms are subject to a periodic credit review and may change based on the results of such a review. All sums due for goods and/or services purchased by, for, or on behalf of the undersigned are payable to Cold Box Express, Inc., P.O. Box 177, Arab, Alabama 35016.

CBX has the right, at its discretion, to require that the customer provide credit card information to CBX and, if so, customer hereby authorizes CBX to charge any amounts due from customer to CBX, including any applicable damage deposit, at any time from acceptance of a customer order and up to thirty days following the scheduled termination of the order.

Cancellation:

For month-to-month or long-term leases: If a month-to-month rental has been delivered to, or is in route to, the customer prior to cancellation, a fee equal to the delivery and pick-up/return fees + one-month rental will be charged. If the box is not yet in transit to the customer, a fee equal to one-half month will be assessed. Long-term leases cancelled prior to the expiration of the term will be billed for the lessor of the total number of months in the term at the agreed rate or for the number of months used at the monthly base rate of the rental.

For daily/trip rentals: If a daily rental container has been delivered to, or is in route to, the customer's specified location prior to cancellation, a fee equal to the delivery and pick-up/return fees + one-day rental will be charged.

Prohibited Uses of the Climate Crate:

Customer warrants that customer will not use the Climate Crate (i) in any way or for any purpose that is in violation of any state, federal or local law or regulation or (ii) for the storage or transportation of any substance or material that has been determined by the U. S. Department of Transportation, or any other governmental entity or agency, to be capable of posing an unreasonable risk to health, safety and property or to the environment when in transportation. Customer agrees to be liable to CBX for all penalties, fines, forfeitures, liens and recovery and storage costs, including all related legal expenses, fees and costs in the event of such prohibited use.

Due to the proprietary nature of the Climate Crate, its construction techniques, and its control/monitoring software, as a condition of this transaction, CBX requires certain commitments from Customer and, accordingly, the undersigned Customer covenants, warrants and agrees that it will not, directly or indirectly, (i) abuse, test, dismantle, disassemble, take apart, reconfigure, modify, alter, or reverse engineer, in whole or in part, the Climate Crate; or (ii) copy, download, modify, alter, produce derivatives of, or otherwise compromise the Climate Crate software. Customer agrees that it will be liable to CBX for all damages to CBX, including all related legal expenses, fees and costs in the event of such prohibited use by or at the direction of Customer.

Customer acknowledges that CBX owns and shall retain all ownership in the intellectual property relating to the Climate Crate, including, without limitation, copyright, trademark, trade secret, know-how, database, patent rights, and all other tangible and intangible components thereof, and any improvements, modifications, alterations, design contributions, and derivatives thereof (the "CBX Intellectual Property"). Customer shall not: (a) decode, reverse engineer, reprint, transcribe or reproduce, in whole or in part, the CBX Intellectual Property; (b) modify or enhance the CBX Intellectual Property; or (c) otherwise access or manipulate the CBX Intellectual Property, except as expressly permitted in writing by CBX.

This agreement provides Customer only with the right to use the Climate Crate and any accompanying services in a manner consistent with the scope of use set forth herein and in any accompanying product documentation and acknowledges Customer's obligation to respond and promptly and affirmatively act on operational notifications from CBX. Customer has no right or license to use the Climate Crate or its software, components, or any other related services separate and apart from Customer's authorized use of the Climate Crate for temperature-controlled shipping and storage applications.

Customer acknowledges and agrees that software or other intellectual property provided by third parties may be licensed to CBX and incorporated within the Climate Crate and/or provided to Customer for use with the Climate Crate ("Third-Party Intellectual Property"). Customer shall abide by any applicable terms and conditions with respect to its use of such Third-Party Intellectual Property, if any. Unless provided for in the product documentation of the Climate Crate or other documentation supplied by the third-party licensor, Customer's use of any Third-Party Intellectual Property shall be governed by this Agreement.

Customer acknowledges that each Climate Crate unit, its software, and the CBX Intellectual Property contain Confidential Information of CBX. Customer may use CBX's Confidential Information solely to perform Customer's obligations and exercise its rights under this Agreement. Customer may disclose CBX's Confidential Information only to its officers, directors, and employees on a need-to-know basis after informing any such persons that it is confidential and directing them to comply with this Agreement. Notwithstanding the foregoing, after giving reasonable notice to CBX (which notice affords CBX an opportunity to seek a protective order or other remedy), Customer may disclose the CBX's Confidential Information to the extent required by law. On request, Customer shall return or destroy all records that contain or reflect CBX's Confidential Information, except to the extent the Confidential Information is necessary to perform Customer's obligations and exercise its rights under this Agreement.

NOTE: It is a violation of federal law and/or regulation to transport a Climate Crate in active mode by air. Such use is therefore prohibited unless the Climate Crate is specifically marked as approved by the Federal Aviation Administration for such use.

Indemnification & Limits on Liability:

Customer shall indemnify, defend, and hold CBX, including its employees, officers, directors, shareholders, agents, successors, insurers, sureties, assigns, and affiliates, harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorneys' fees, and other expenses incurred by CBX arising from or related to this Agreement, the Climate Crate unit, or its use by any person. Customer's obligation to defend and indemnify shall not be diminished or excused merely because the negligence or other breach of a legal duty on the part of CBX also contributed to the loss. If and to the extent that the indemnification provided by this Section should be construed to exceed any restriction established by law, then it is the intent of the parties that this Section be deemed to be reformed and modified such that it affords the maximum indemnification allowed by such law, and any terms, words, and provisions of this Section shall be deemed modified or deleted to the extent necessary to make it valid and enforceable. This indemnification may be limited to the extent, if any, customer has purchased any available optional protection products from CBX in connection with this rental. **CBX SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER ENTITY FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THE CLIMATE CRATE, IT'S USE, OR THIS AGREEMENT.**

Jurisdiction and Venue:

Any disputes will be resolved in accordance with the laws of the State of Alabama without regard to conflict of laws principles. The parties agree that any action pertaining to any transaction between the parties shall be resolved solely in the state courts in Marshall County, Alabama.