



Maverick Acquisition Ventures, Inc.

Terms and Conditions of Service

These Terms and Conditions of Service are Effective June 1st, 2023 and are subject to change without notice. These Terms and Conditions supersede and replace all previous Terms and Conditions published by Maverick Acquisition Ventures, Inc.

HEADQUARTERS

17455 68th Ave NE Ste 203
Kenmore, WA 98028
Tel: 302-404-1321
www.Mavinc.com

The following Terms and Conditions of Service shall apply to all transportation, distribution and related services provided or arranged by Maverick Acquisition Ventures, Inc. These Terms and Conditions of Service cannot be changed or modified without the written consent of an authorized executive of Maverick Acquisition Ventures, Inc. If there is any conflict or inconsistency between these Terms and Conditions of Service and any other written contract or service agreement, these Terms and Conditions Service contained herein shall control.

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

APPLICATION AND SCOPE OF SERVICES

These Terms and Conditions of Service apply to all transportation, distribution, warehousing and related services provided in interstate and intrastate commerce to, from or within the United States (and its territories), Canada, and Mexico and/or other foreign or international commerce by Maverick Acquisition Ventures, Inc. in accordance with their respective capacities set forth below:

- Maverick Acquisition Ventures, Inc is registered with the FMCSA as a transportation property broker under U.S. DOT 4098326 and Docket No. MC-1562822, to arrange for the transportation of freight by motor carriers in interstate and foreign commerce.
- Maverick Acquisition Ventures, Inc also operates as a Domestic and International air freight forwarder providing services as an indirect air carrier, including the issuance of house air waybills for individual shipments, assembly, consolidation and arrangement of transportation of goods via direct air carriers, pursuant to exemptions at 49 U.S.C. §§ 13531 and 13506(8)

DEFINITIONS

As used herein the words “**MAV**” “**MAV Inc,**” “**our,**” “**we,**” and “**us**” shall refer collectively to Maverick Acquisition Ventures, Inc and their respective employees and agents.

As used herein the words “you” or “yours” shall refer to the shipper, consignee and/or our customer.

As used herein “**Carrier**” shall mean a third-party person or entity duly licensed and authorized to provide transportation services that is engaged by MAV Inc to provide transportation services on behalf of Mav Inc’s customers, shipper or consignees.

As used hearing the words “Waybill” or “Bill of Lading” shall refer to MAV’s Waybill or other Bill of Lading accepted by MAV Inc.

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

GENERAL TERMS OF SERVICE

1. INSPECTION OF SHIPMENTS

- a. We may, but shall not be obligated to, inspect any shipment. Additionally, shipments may be subject to inspection by:
 - i. The carrier[s] or their agent[s]
 - ii. Government officials
 - iii. Personnel authorized by the government to inspect shipments.
- b. In accordance with the regulations of the Transportation Security Administration ("TSA") all shipments transported on aircraft are subject to inspection or being searched by Mav Inc, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. In the event consent to search or inspect the cargo is withheld, the cargo cannot be offered for transport or be transported on any aircraft.

2. LIABILITIES NOT ASSUMED

- a. Except as may otherwise be prohibited by law, we shall not be liable to the shipper or to any other person for any mis-delivery, missed pickup, non-delivery, delay, damage or loss of whatever nature arising out of or in connection with the shipment or other services performed by us, unless such damage is proven to have been caused by our negligence and there has been no contributory negligence on the part of the shipper, consignee or other claimant.
- b. Without limiting the generality of Paragraph (A), we shall not be liable for any loss, damage, misdelivery, non-delivery, or other result caused by:
 - i. In accordance with the regulations of the Transportation Security Administration ("TSA") all shipments transported on aircraft are subject to inspection or being searched by MAV INC, its agents, government officials or other authorized personnel to ensure the security and safety of any aircraft and its passengers. In the event consent to search or inspect the cargo is withheld, the cargo cannot be offered for transport or be transported on any aircraft.
 - ii. The nature of the shipment or any defect, characteristics or inherent fault thereof.
 - iii. Failure of the shipper or consignee to observe any of the rules contained in this document or including but not limited to, improper or insufficient packing, securing, addressing or marking any shipment, or failure to follow any rule related to shipments not acceptable for transport or shipments accepted only under certain conditions.
 - iv. Acts of God, weather conditions, mechanical delay of aircraft or other equipment failures, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omission of custom officials, authority of law, quarantine, riots, strikes or civil commotion, or hazards incident to a state of war.

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

- v. Acts or Omissions of any person other than us including delivery instructions from the shipper or consignee complied with by us.
 - vi. We cannot guarantee delivery by a specific time or date and shall not be liable for special or consequential damages due to delay, mis-delivery or non-delivery. Our liability shall be limited to a refund of the shipping charges in the event of a delay.
 - vii. Erasure of data from or the loss or irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film.
 - viii. The loss of any personal or financial information including, but not limited to, social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information.
 - ix. Shipments released without obtaining a signature at residential addresses, and at nonresidential addresses if a signature release is on file.
 - c. Our liability shall in no event exceed that as set forth in the Limitations of Liability provision contained herein. MAV Inc shall not be liable in any event for any special, incidental, or consequential damages arising from transportation, including but not limited to loss of profits or income, whether or not MAV Inc had knowledge that such damage might be incurred.
3. LIABILITY FOR CHARGES AN INDEMNIFICATION
- a. The shipper and consignee shall be liable, jointly, and severally, for all unpaid charges payable on account of a shipment including, but not confined to, sums advanced or disbursed by MAV Inc on account of such shipment.
 - b. The shipper and consignee shall be liable, jointly and severally, to pay or indemnify and hold MAV Inc harmless for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed for (1) any violation of any of the terms, conditions or rules contained herein, (2) any other default of the shipper, consignee, or such other party with respect to a shipment, or (3) any action taken by Mav Inc for the collection of freight or other charges due to any such shipment.
4. CLAIMS PROCEDURE
- a. CARGO LOSS OR DAMAGE CLAIMS
 - i. Claims for cargo loss or damage must be filed, in writing, with MAV Inc's Claim department and sent via email to claims@mavinc.com, as a condition precedent to recovery, within the time limits set forth herein, otherwise the claim will be denied and Mav Inc shall have no liability for such claim and no further action may be brought against Mav Inc. No cargo claims with respect to a shipment, any part of which is received by the consignee, will be entertained until all transportation charges have been paid. The claimant shall not deduct or offset the amount of a claim from monies owed to Mav Inc.
 - ii. Air Shipments. Cargo claims involving or relating to domestic and international air shipments must be filed in writing with MAV Inc within the following time periods:

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

1. Claims for damage or shortage shall be filed no later than twenty (20) days after the date of delivery.
 2. Claims for delay shall be filed no later than twenty-one (21) days from the date of delivery.
 3. Claims for non-delivery of the shipment shall be filed no later than one hundred twenty (120) days from the date the shipment was accepted by Mav Inc.
- iii. Ground Shipments. Cargo claims involving or relating to ground shipments, except shipments that are exempt pursuant to 49 USC §§ 13531(b) and 13506(a)(8) and which are considered air shipments, shall be filed within nine (9) months from the date of delivery of the shipment or, in the case of non-delivery, within 9 months after a reasonable time for delivery has elapsed (not to exceed 15 days beyond the estimated delivery date).
- iv. Concealed Damage. If the consignee receives and accepts a shipment without noting any shortage or damage on the delivery receipt, delivery manifest, or other proof of delivery document (i.e., a “clear delivery receipt”), it will be presumed that the package was delivered in good order and condition and any loss or damage reported thereafter shall be considered concealed damage. All claims for concealed damage must be reported to us within seventy-two (72) hours from the date of delivery and a written claim must be filed within thirty (30) days from the date of delivery, otherwise your claim will be declined; provided, however, Customer shall have thirty (30) days to report and file concealed damage claims on shipments subject to a declared value. For us to process any concealed damage claim, you must make the contents, original container(s), shipping cartons and packing material available to Mav Inc and/or such other underlying carrier for inspection. Failure of Mav Inc and/or such other underlying carrier to inspect will not be considered a waiver of Mav Inc’s rights.
- b. Limitation Period. Any lawsuit, civil action, or other proceedings to recover a cargo loss or damage claim, provided a written claim is timely filed with Mav Inc, must be filed within the time limits set forth below:
- i. Air Shipments. Lawsuits, civil actions, or other proceedings to recover cargo loss or damage against MAV INC relating to an air shipment (domestic or international), shall be commenced no later than two years from the date of delivery, or from the date on which the shipment ought to have been delivered, or from the date on which the carriage is stopped. In the event such an action is not brought within the time limits prescribed herein, such action will be time barred, any rights to damages shall be extinguished and MAV inc shall have no liability for such claim.
 - ii. Ground Shipments. Lawsuits, civil actions or other proceedings to recovery cargo loss or damage against Mav Inc relating to any ground shipment shall be

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

commenced no later than two years and one day from the date when MAV INC gives written notice that the claim (or any part or parts of the claim) has been disallowed or declined. In the event such an action is not brought within the time limits prescribed herein, such action will be time-barred, any rights to damages shall be extinguished and Mav Inc shall have no liability for such claim.

5. CLAIMS RELATING TO GOODS IN WAREHOUSE STORAGE

- a. Filing Requirements. Claims by Customer and all other persons relating to Goods in warehouse storage must be presented in writing to MAV INC within a reasonable time, and in no event longer than either 21 days after delivery of the Goods by MAV INC or 21 days after Customer of record or the last known holder of a negotiable warehouse receipt is notified by MAV INC that loss or injury to part or all of the Goods has occurred, whichever time is shorter.
- b. Limitation Period. No action may be maintained by the Customer or others against MAV INC for loss or injury to the Goods stored in a warehouse unless timely written claim has been presented to MAV INC within 21 days as provided in the preceding section and unless such action is commenced either within ninety (90) days after date of delivery by MAV INC or within ninety (90) days after Customer of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the Goods has occurred, whichever time is shorter.
- c. Notice to Customer. MAV INC may give Customer notice of a known loss or injury to the Goods by email, fax, registered mail, or certified mail to the Customer of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of a claim in writing and maintaining of action after notice begin on the date of emailing, faxing, or mailing of such notice by MAV INC.

6. LIABILITY FOR CARGO LOSS AND DAMAGE – AIR AND GROUND LTL SHIPMENTS

- a. Domestic Air and Ground Shipments. MAV INC's liability for cargo loss or damage on air or ground shipments between points within in the U.S. and between points in the U.S and points in Puerto Rico, Mexico or Canada shall be limited to \$0.50 per pound multiplied by the number of pounds of each piece(s) of the shipment which may have been lost or damaged (but not less than \$50.00 per shipment), or the actual value of such piece(s), whichever is less, unless at the time the shipper tendered the shipment, the shipper declared a value for carriage in the space designated on our Waybill, and an additional valuation or excess value charge is paid, subject to a maximum of \$25,000.00 per shipment. When such a declaration is made, our liability shall in no event exceed the declared value of the shipment plus applicable freight charges or the amount of loss or damage sustained, whichever is lower.
- b. International Air Shipments. International air carriage may be subject to the Warsaw Convention (1929), as amended at The Hague (1955) and as further amended by Montreal Protocol No. 1, 2 or 4 (collectively referred to as the "Warsaw Convention") or the Montreal Convention of 1999 ("Montreal Convention"). MAV INC's liability for loss, damage or delay of an international air shipment shall be limited to \$9.07 per pound on shipments under the Warsaw Convention and 22 Special Drawing Rights (SDRs) per kilogram on shipments under the Montreal Convention, unless a higher value for carriage is declared and an additional charge for such excess liability is paid. In the event the shipment is not subject to either the Warsaw Convention or Montreal Convention,

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

MAV INC's liability for loss, damage or delay of an international air shipment shall be limited to 22 SDRs per kilogram, unless a higher value for carriage is declared and an additional charge for such excess liability is paid.

- c. Declared Value. When the shipper makes a declaration of value, a valuation charge will be charged. The maximum Declared Value MAV INC will accept on any shipment is \$25,000.00 per shipment, unless prior written authorization is received from the Claims Manager or Corporate Officer of MAV Inc.
- d. Insurance. The shipper may request insurance and pay the appropriate premium. The amount of the insurance must be recorded in the space designated on the MAV INC Waybill. If the foregoing conditions of this Paragraph D are met, the goods covered by our Waybill will be insured under an open policy. When such insurance is in place our liability shall in no event exceed the insured value or the actual amount of loss or damage, whichever is lower, plus the amount of any freight charges relating to such shipment. The insurance is subject to the terms, conditions and coverage (for which certain risks, and commodities are excluded) of the open policy, which is available upon request. Maximum insured value MAV INC will accept on any shipment is \$25,000.00, unless prior authorization is received from the claims department of MAV INC.
- e. Extraordinary High Risk Goods. Notwithstanding any other provisions herein, MAV INC's liability for loss or damage involving shipments containing extraordinary high-risk goods which are identified in the table below is limited to a maximum liability of \$0.50/lb. (domestic air and ground); \$9.07/lb. (international air) or \$500/pkg (ocean). Any declared value in excess of the maximum liability allowed herein is null and void and the acceptance by us for carriage of any shipment with a declared value in excess of the allowed maximums does not constitute a waiver of these maximums.
 - i. Extraordinary High Risk Goods:
 - 1. Bulk Products
 - 2. Flowers and Plants
 - 3. Mobile/Cellular Telephones
 - 4. Cigarettes and all other tobacco products
 - 5. Fresh Foods and other perishables (except frozen foods via reefer container)
 - 6. Models, including architectural
 - 7. Computers and/or Electronic Components assembled on Racks
 - 8. Household Goods/Personal Effects
 - 9. Pharmaceutical Drugs
 - 10. Computer Memory Modules and Cards
 - 11. Jewelry, Precious Stones and Metals
 - 12. Securities and other Negotiable Papers
 - 13. Cotton
 - 14. Knitting and Textile Machines
 - 15. Specie
 - 16. Eggs
 - 17. Laptop and Tablet Computers and similar
 - 18. Stamp Collections and/or Coin Collections
 - 19. Evidence for a Trial

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

- 20. Lasers & Laser Equipment
- 21. Televisions/Monitors
- 22. Fine Arts
- 23. Live Animals
- 24. Windows, Plate Glass or similar products.
- f. Special Damages. In no event shall MAV INC be liable for any special, exemplary, punitive, incidental or consequential damages, including but not limited to loss of profits, income, interest or loss of market, whether or not MAV INC had actual or constructive knowledge that such damages might be incurred.
- 7. LIABILITY FOR CARGO LOSS AND DAMAGE – BROKERAGE
 - a. MAV Inc is Not a Carrier. Mav Inc operates exclusively as a property broker by arranging for transportation services and, as such, MAV Inc does NOT assume liability as a carrier or bailee for cargo loss and damage with respect to transportation services it provides. Under no circumstances shall MAV Inc be liable for any claim for loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in the possession, custody or control of carriers selected by MAV Inc or other third parties; provided, however, in the event the carrier or its insurer fails to pay such a claim, MAV may provide coverage for such claim pursuant to and subject to the terms and conditions of MAV Inc's contingent cargo liability policy.
 - b. Limitation of Liability. Notwithstanding the foregoing, to the extent MAV INC is deemed liable or otherwise determined by a court of competent jurisdiction to be liable for any reason for cargo loss, damage or delay claims, MAV INC's liability shall be limited to the lesser of:
 - i. The actual value of the freight;
 - ii. \$100,000 per Truckload shipment; or
 - iii. The limitation of liability of the carrier hired by MAV INC or the carrier that transported the shipment; unless a higher value for carriage is declared on the bill of lading or otherwise and an additional charge for excess liability is paid.
 - c. Administering Claims. All matters relating to loss, damage or delay to goods are to be handled directly between Customer and the carrier, and MAV Inc assumes no responsibility for same other than to assist in the processing of claims and/or attempt to facilitate settlements, if requested by Customer.
 - d. Special Damages. In no event and under no circumstances shall we be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not we had notice or knowledge that such damages might be incurred.
 - e. NOTICE: Carrier Limitations of Liability. Customer is hereby on notice that carriers engaged by MAV Inc may have limitations of liability for loss or damage in their bills of lading and/or tariffs. Unless specific written instructions from the Customer have been received and accepted by MAV Inc in sufficient time prior to shipment, MAV Inc shall have no obligation to arrange with carriers or others for greater liability or insurance or to pay excess valuation charges on behalf of Customer.
- 8. PROOF OF DELIVERY
 - a. When requested by the shipper or consignee, we will furnish a copy of the Waybill, Bill of Lading signed by the consignee or his agent as proof of delivery.

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

9. RATES

- a. The rates and charges for services shall be either (i) as provided in the Rate Quote or (ii) as set forth on a Rate Sheet and are subject to change without notice. Additionally, the shipments may be assessed accessorial charges and/or surcharges for additional services not covered in the Rate Quote and/or Rate Sheet. Shipper should contact us for a complete list of accessorial charges and/or surcharges.

10. RE-DELIVERY SERVICE

- a. A shipment which, through no fault of ours, cannot be delivered on the first tender of delivery to the consignee will be returned to our terminal and the consignee will be notified. Re- delivery will be made at an additional charge equal to the minimum charge for the delivery area of the shipment with a maximum charge equal to original delivery charge.

11. ROUTING AND RE-ROUTING

- a. We will determine the routing and method of transportation of all shipments, including choice of agents unless express instructions in writing are received from the customer. We have complete freedom in choosing the means, route and procedure to be followed in handling, transportation and delivery.

12. SHIPMENTS ACCEPTABLE

- a. Shipments are acceptable for transportation only when the terms, conditions rules and regulations shown herein and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with by the shipper and/or consignee.

13. BROKERAGE SERVICES

- a. Maverick Acquisition Ventures, Inc (Mav Inc) is authorized to select and engage Carriers as required and to enter into the usual and customary agreements and shall use reasonable care to ensure that Carriers are properly licensed and qualified to perform the requested services. Unless express instructions in writing are received from the Customer, Mav Inc shall have complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods.
- b. A bill of lading and proof of delivery will be issued for each shipment arranged by MAV INC. Upon request of Customer, MAV INC may provide copies of the bill of lading, delivery receipts and such other documents that may be requested to substantiate billing for the services provided by MAV INC. A digitized signature or computer record of delivery receipt shall be acceptable as proof of delivery of any shipment hereunder. MAV INC reserves the right to assess a processing fee for copies of each document requested by Customer.
- c. MAV Inc will notify Customer of any refused or undeliverable freight and request additional instructions regarding delivery or storage of the refused or undeliverable freight. Such notice shall be given to Customer via e-mail, facsimile or telephonically, as soon as reasonably practical.
- d. Customer may cancel a booked shipment at least one (1) day before the scheduled pickup date, subject to a cancellation fee of \$250.00 per shipment. If Customer cancels a booked shipment on less than one (1) day notice, MAV INC will attempt to cancel the pickup with the Carrier, but Customer shall be liable for the \$250 cancellation fee plus any charge assessed by the Carrier for a truck not used.

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

14. CUSTOMERS OBLIGATIONS

- a. Customer shall be responsible to ensure that all goods are properly prepared, packaged, loaded, and secured to withstand the normal rigors and environment of transportation.
- b. Customer shall provide sufficient and accurate information to enable MAV INC to make appropriate arrangements for the transportation of Customer's goods, and the determination of the applicable freight and/or accessorial charges, otherwise Customer may be responsible for additional charges. Such information will include, but not be limited to the following when applicable to the shipment: pickup and delivery locations, an accurate description of the goods, the number of packages, pallets or slip-sheets, the type of packaging and if it is shrink-wrapped or banded, the weight and dimensions, and any special requirements for appointments, special handling or equipment, temperature control, etc. MAV INC shall not be responsible for any additional freight or accessorial charges assessed by the carrier or for loss, damage or delay resulting from misrepresentation of the foregoing by Customer.
- c. MAV INC will use reasonable efforts to transmit Customer's information and requirements to the Carrier, but Customer shall remain solely responsible to ensure that all necessary information and instructions are provided to the carrier at the time of shipment and included on the bill of lading.

WAREHOUSING SERVICES

15. WAREHOUSING SERVICES

- a. MAV Inc will provide warehousing, storage, handling and distribution services at various warehouses or storage facilities contracted by MAV Inc ("Warehousing Services") subject to the terms and conditions set forth herein, together with any applicable warehouse receipt issued by MAV Inc.

16. ACCEPTANCE

- a. The terms and conditions herein, as well as the rates and charges (including accessorial) quoted or invoiced to Customer, are deemed accepted by Customer upon the act of tendering Goods for storage or other Warehousing Services by MAV INC.
- b. If Goods tendered for storage or other Warehousing Services do not conform to the description provided by Customer, MAV INC may refuse to accept such Goods. If MAV INC accepts such Goods, Customer agrees to rates and charges that may be assessed and invoiced by MAV INC as well as to all terms herein.

17. LIABILITY FOR LOSS OR DAMAGE – WAREHOUSING SERVICES

- a. Warehouseman's Liability. When providing warehousing services, MAV Inc WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY TO GOODS STORED HOWEVER CAUSED, (including but not limited to loss or injury resulting from shrinkage or loss of weight, improper packaging, insufficient cooperage, boxing, crating, breakage, wear and tear, or inherent quality of the Goods, leakage or other concealed damages), unless such loss, damage or injury resulted from the failure by MAV Inc to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances, and MAV Inc is not liable for damages which could not have been avoided by the exercise of such care.
- b. Limitation of Liability. In the event MAV Inc is liable for any loss or damage to goods in storage as a result of negligence of MAV Inc, its employees, agents or contractors,

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

customer, declares that MAV Inc's liability for any such loss or damage shall be limited to \$0.10 per pound, subject to a maximum liability for all goods in storage at the warehouse facility at any one time shall not exceed \$5,000.00 for which damages are proven. Provided, however that such liability may, at the time of acceptance of the goods as provided in section 34, be increased upon customer written request for increased liability on part or all of the goods hereunder, MAV Inc's acceptance of customer's request and customer's payment of an additional monthly charge for such increased valuation.

- c. No Insurance. Stored Goods are NOT INSURED by MAV Inc against loss or injury however caused.
- d. Risk of Loss. All Goods are stored at Customer's risk of loss, damage or delay by Acts of God, civil or military authority, enemies of the government, insurrections, riots, strikes, civil commotion, seizure under legal process, labor disputes, lockouts or intentional or malicious acts of third persons or by water sprinkler leakage, fire, flood, windstorm, moths, vermin, insect corruption, earthquakes, or any cause beyond the control of MAV INC.
- e. Mysterious Disappearance. MAV INC will not be liable for loss of stored Goods due to inventory shortage or unexplained or mysterious disappearance of Goods. Any presumption of conversion imposed by law shall not apply to such loss and a claim by Customer of conversion must be established by affirmative evidence that MAV INC converted the Goods to MAV INC's own use.
- f. Costs and Expenses. Where loss or injury occurs to stored Goods, for which MAV INC is not liable, Customer will be responsible for the cost of removing and disposing of such Goods and the cost of any environmental cleanup and site remediation resulting from the loss or injury to the Goods.
- g. Costs and Expenses. Where loss or injury occurs to stored Goods, for which MAV INC is not liable, Customer will be responsible for the cost of removing and disposing of such Goods and the cost of any environmental cleanup and site remediation resulting from the loss or injury to the Goods.

18. SHIPPING

- a. Customer agrees not to ship Goods to MAV INC as the named consignee. If, in violation of this provision, Goods are shipped to MAV INC as named consignee, Customer agrees to notify carrier in writing prior to such shipment, with copy of such notice to MAV INC, that MAV INC has no beneficial title or interests in such property and Customer further agrees to indemnify and hold harmless MAV INC from all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with Goods shipped. Customer further agrees that, if it fails to notify carrier as required above, MAV INC shall have the right to refuse such Goods and will not be liable or responsible for any loss, injury, or damage of any nature to, or related to, such Goods, including any consequential or incidental damages relating to the shipment. Customer agrees that all promises contained in this section are binding on the Customer's heirs, successors and assigns.

19. TENDER FOR STORAGE

- a. Customer acknowledges that it has inspected the warehouse to be used for the storage of Customer's Goods, or if the warehouse was not available for inspection, Customer

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

agrees to inspect the warehouse prior to the first shipment of Goods. Customer agrees that based on such inspection, the warehouse is appropriate for the purpose of storing Customer's Goods and that no modifications or additions need to be made. If any modifications or additions need to be made, Customer agrees to notify MAV INC in writing prior to the first shipment of Customer's Goods into the warehouse. Customer's will be deemed to have waived any right or requirement to have MAV INC alter or modify the warehouse if Customer fails to inspect the warehouse or fails to notify MAV INC in writing. Any modifications or additions which are later determined to be needed by Customer will be made at Customer's sole expense.

- b. All Goods tendered for storage will be delivered at the warehouse properly marked and packaged for handling. Customer will furnish at or prior to such delivery, a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other Services desired. Failure of Customer to comply with this section shall entitle MAV INC, at its discretion, to store the Goods in bulk or assorted lots and in such case, Customer hereby waives any and all claims Customer may have against MAV INC due to such storage in bulk or assorted lots.
- c. Hazardous Materials. MAV INC will not accept for storage any Goods that are considered to be Hazardous Materials or Dangerous Goods (collectively referred to as "Hazardous Materials"), unless Customer provides prior notice to MAV INC and MAV INC agrees to accept such Hazardous Materials for storage; provided, further, that Customer must include in its notice to MAV INC copies of all applicable Material Safety Data Sheets ("MSDS") or other documentation related to the safety and handling of such Hazardous Materials. Customer hereby represents and warrants that it has disclosed and will continue to disclose to MAV INC, prior to tendering any Goods to MAV INC, whether the Goods themselves are Hazardous Materials. Customer hereby further represents and warrants that it will disclose to MAV INC, prior to tendering any Goods to MAV INC, any and all potential health, safety and/or environmental hazards that may be associated with storage, handling or transportation of any Goods tendered to MAV Inc, regardless of whether the Goods are Hazardous Materials or non-Hazardous Materials.
- d. Payment of Taxes. Customer will be responsible for, and indemnify MAV INC against, any federal, state, or local taxes, levies, imposts, duties, fees or other charges now or hereafter assessed against MAV INC, and/or any of its Subcontractors, which are levied or based upon or related to any of the Goods, services, supplies and/or materials provided by MAV INC and/or any Subcontractor to Customer hereunder or otherwise (collectively, "Taxes")

20. RIGHT TO STORE GOODS

- a. Customer represents and warrants that Customer is lawfully in possession of the Goods and has the right and authority to store them with MAV INC. Customer agrees to indemnify and hold harmless MAV INC from all loss, cost, and expense (including reasonable attorneys' fees) which MAV INC pays or incurs as a result of any dispute or litigation, whether instituted by MAV INC or others, respecting Customer's right, title or interest in the Goods. Such amounts will be charges in relation to the Goods and subject to MAV INC's lien.

21. GENERAL LIEN

Maverick Acquisition Ventures Inc
TERMS AND CONDITIONS OF SERVICE

- a. MAV INC shall have a general lien on all Goods (and documents related thereto) deposited with MAV INC or otherwise in MAV INC's possession, custody, control or in route to the fullest extent permitted by applicable law, and the proceeds from the sale thereof for all charges due from Customer to MAV INC, whether due hereunder or pursuant to another agreement or warehouse receipt between the MAV INC and Customer. This lien will also secure payment to MAV INC for all expenses, including attorney's fees and costs, incurred by MAV INC associated with collecting and enforcing this lien, as well as interest at the rate of 1 ½ percent per month on all outstanding amounts. Any surplus from the sale of Customer's Goods shall be transmitted to Customer, and Customer shall be liable for any deficiency in the sale.

22. ACCURATE INFORMATION

- a. Customer will provide MAV INC with information concerning the stored Goods which is accurate, complete and sufficient to allow MAV INC to comply with all laws and regulations concerning the storage, handling and transporting of the stored Goods. Customer will indemnify and hold MAV INC harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which MAV INC pays or incurs as a result of Customer failing to fully discharge this obligation.