



Jack Pedowitz Enterprises, Inc., and its affiliated or subsidiary entities
 (hereinafter "Company" or "Warehouseman")
 1765 Express Dr. North
 Hauppauge, NY 11788
 Tel: 718-923-1862

WAREHOUSE RECEIPT

THIS WAREHOUSE RECEIPT IS NON-NEGOTIABLE

| | | | |
|---------------------|------------------------------|---|-----------------|
| Account No.: | | Date: | |
| Account: | (hereinafter "Depositor") | Storage Location: | |
| Shipper: | | | |
| Routing: | | FRT. Bill No.: Car. No.: | Lot No.: |

Depositor has delivered to Company, for storage at the location indicated above, the goods described in the schedule below, which are in apparent good order, except as noted herein. The described goods shall be stored subject to the terms and condition of this Warehouse Receipt (hereinafter "Receipt") and shall be returned to the Depositor upon demand, subject to Depositor's fulfillment of the terms and conditions of this Receipt, including the payment of all storage, handling and other charges. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY CUSTOMER PURCHASE ORDER/WORK ORDER ISSUED AT ANY TIME. Customer (also known as Lessee) shall be conclusively deemed to have accepted these Terms and Conditions (hereinafter "Agreement"), and to have entered into this Agreement with Lessor, also known as Company. This Agreement shall be interpreted in accordance with the laws of the State where the work is being performed and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit.

| Description of Goods | Quantity | Condition |
|----------------------|----------|-----------|
| | | |

| | |
|---|--|
| BASE STORAGE RATES: | |
| ACTUAL MONTHLY STORAGE CHARGE: | |
| ADDITIONAL MONTHLY CHARGES (if any): | |

THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE REVERSE ARE FULLY INCORPORATED INTO THIS RECEIPT AND ARE AGREED TO BY THE COMPANY AND THE DEPOSITOR. THIS RECEIPT SHALL BE IN FULL FORCE AND EFFECT UPON EXECUTION AND/OR THE DELIVERY OF THE GOODS DESCRIBED ABOVE TO THE COMPANY.

| | | | |
|-----------------|--|-------------------|--|
| Company: | | Depositor: | |
| Name: | | Name: | |
| Title: | | Title: | |
| Date: | | Date: | |

TERMS AND CONDITIONS

1. PAYMENT TERMS. All invoices are due in full upon receipt and are not subject to deduction, set-off or withholding of any kind, for any reason.

2. ACCEPTANCE. This Receipt must be accepted within 30 days from the proposal date by signature of Depositor. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by Warehouseman within 30 days from the proposal date shall constitute acceptance by Depositor. If goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by Depositor, Warehouseman may refuse to accept such goods. If Warehouseman accepts such goods, Depositor agrees to rates and charges as may be assigned and invoiced by Warehouseman and to all terms and conditions of this Receipt. All goods accepted by Warehouseman shall constitute Goods under this Receipt. This Receipt may be cancelled by either party upon 30 days written notice, subject to this Receipt remaining in effect for so long as Warehouseman has possession of the Goods and there is any balance due from Depositor. This Receipt is cancelled if no storage or other services are performed under this Receipt for a period of 180 days.

3. ADJUSTMENT OF RATES. Quoted and/or base storage rates are subject to adjustment by Warehouseman on at least an annual basis. Adjusted rates shall be considered in effect at the time of issuance or publication by Warehouseman, with or without actual notice to the Depositor.

4. SHIPPING. Depositor agrees that all Goods shipped to Warehouseman shall identify Depositor on the bill of lading or other contract of carriage as the named consignee and shall not identify Warehouseman as the consignee. If Goods are shipped to Warehouseman as named consignee on any contract of carriage, Depositor agrees to immediately notify carrier in writing, with a copy to Warehouseman, that the Warehouseman named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, Warehouseman shall have the right to refuse such Goods and shall not be liable for any loss or damage of any nature to, or related to, such Goods. Regardless of how any Goods are identified, Depositor agrees to indemnify and hold

Warehouseman harmless from all claims for transportation, storage, handling and other charges relating to any Goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.

5. TENDER OF GOODS. All Goods shall be delivered at the Facility properly marked and packaged for storage and handling. The Depositor shall 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.

6. STORAGE PERIOD AND CHARGES. Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month. The storage month begins on the date that Warehouseman accepts care, custody and control of the Goods, regardless of unloading date or date of issue of warehouse receipt. Except as provided below, a full month's storage charge will apply on all Goods received between the first and the 15th, inclusive, of a calendar month; one-half month's storage charge will apply on all Goods received between the 16th and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month. When mutually agreed in writing by the Warehouseman and the Depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding months. All storage charges are due on the first day of the storage month, with or without receipt of an actual invoice.

7. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS. Instructions to transfer Goods on the books of the Warehouseman are not effective until delivered to and accepted by Warehouseman, and all charges up to the time transfer is made are chargeable to the Depositor. If a transfer involves rehandling the Goods, such will be subject to a charge. When Goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer. The Warehouseman reserves the right to move, at its expense, 14 days after notice is sent by certified mail or overnight delivery to the Depositor, any Goods in storage from the location where they may be stored to any other of Warehouseman's locations. Warehouseman will store the Goods at and may without notice move the Goods within and between, any one or more of the warehouse buildings which comprise the location identified on the front of this Receipt. The Warehouseman may, upon written notice of not less than 30 days to the Depositor and any other person known by the Warehouseman to claim an interest in the Goods, require the removal of any Goods. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, the Warehouseman may sell them in accordance with applicable law. If Warehouseman in good faith believes that the Goods are about to deteriorate or decline in value to less than the amount of Warehouseman's lien before the end of the 30-day notice period referred to in herein, the Warehouseman may specify in the notification any reasonable shorter time for removal of the Goods and if the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law. If as a result of a quality or condition of the Goods of which the Warehouseman had no notice at the time of deposit the Goods are a hazard to other property or to the Facility or to persons, the Warehouseman may sell the Goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the Goods. If the Warehouseman after a reasonable effort is unable to sell the Goods it may dispose of them in any lawful manner and shall incur no liability by reason of such disposition. Pending such disposition, sale or return of the Goods, the Warehouseman may remove the Goods from the Facility and shall incur no liability by reason of such removal.

8. HANDLING. The handling charge covers the ordinary labor involved in receiving Goods at warehouse door, placing Goods in storage, and returning Goods to warehouse door. Handling charges are due and payable on receipt of Goods. Unless otherwise agreed in writing, labor for unloading and loading Goods will be subject to a charge. Additional expenses incurred by the Warehouseman in receiving and handling damaged Goods, and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the Depositor. Labor and materials used in loading rail cars or other vehicles are chargeable to the Depositor. When Goods are ordered out in quantities less than in which received, the Warehouseman may make an additional charge for each order or each item of an order. The Warehouseman shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment, unless Warehouseman has failed to exercise reasonable care.

9. DELIVERY REQUIREMENTS. No Goods shall be delivered or transferred except upon receipt by the Warehouseman of Depositor's complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided Warehouseman has no liability when relying on the information contained in the communication as received. Goods may be delivered upon instruction by telephone in accordance with Depositor's prior written authorization, but the Warehouseman shall not be responsible for loss or error occasioned thereby. When Goods are ordered out a reasonable time shall be given the Warehouseman to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond the Warehouseman's control, or because of loss of or damage to Goods for which Warehouseman is not liable, or because of any other excuse provided by law, the Warehouseman shall not be liable for failure to carry out such instructions and Goods remaining in storage will continue to be subject to regular storage charges.

10. EXTRA SERVICES (SPECIAL SERVICES). Warehouse labor required for services other than ordinary handling and storage will be charged to the Depositor. Special services requested by Depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of Goods; and handling transit billing will be subject to a charge. Dunnage, bracing, packing materials or other special supplies, may be provided for the Depositor at a charge in addition to the Warehouseman's cost. By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge. Communication expense including postage, overnight delivery, or telephone may be charged to the Depositor if such concern more than normal inventory reporting or if, at the request of the Depositor, communications are made by other than regular United States Mail.

11. BONDED STORAGE. A charge in addition to regular rates will be made for merchandise in bond. Where a warehouse receipt covers Goods in U.S. Customs bond, Warehouseman shall have no liability for Goods seized or removed by U.S. Customs.

12. MINIMUM CHARGES. A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made. A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

13. ASSUMPTION OF RISK. ALL GOODS ARE STORED AT DEPOSITOR'S RISK OF LOSS OR DAMAGE BY FIRE, LIGHTNING, WIND, WATER, EARTH MOVEMENT, SPRINKLER LEAKAGE, SHRINKAGE, TEMPERATURE, INSECTS OR VERMIN, GOODS NOT PROPERLY PACKED, OR BY ENEMIES OF THE GOVERNMENT, OR BY MOBS, PROVIDENTIAL CAUSES, THEFTS, STRIKES, OR FROM ANY OTHER CAUSE BEYOND THE CONTROL OF THE WAREHOUSEMAN

14. LIMITATION OF LIABILITY. THE GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST ALL LOSS OR DAMAGE, HOWEVER CAUSED. THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED OR HANDLED HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO LOSSES DUE TO INVENTORY SHORTAGE OR UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE, UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY WAREHOUSE TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. NOTWITHSTANDING THE FOREGOING, THE WAREHOUSEMAN SHALL NOT BE LIABLE TO THE DEPOSITOR OR ANY OTHER PARTY, UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OR CAUSE OF ACTION FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. FINALLY, IN ADDITION TO THESE LIMITATIONS AND NOTWITHSTANDING THE FOREGOING, THE WAREHOUSEMAN SHALL NOT BE LIABLE TO THE DEPOSITOR OR ANY OTHER PARTY, UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OR CAUSE OF ACTION FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. FINALLY, IN ADDITION TO THESE LIMITATIONS, WAREHOUSEMAN'S LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS RECEIPT, OR FROM THE PERFORMANCE OR BREACH THEREOF BY WAREHOUSEMAN OR ANY OTHER PARTY, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT DUE FROM DEPOSITOR UNDER THIS RECEIPT, OR THE TOTAL AMOUNT RECEIVED FROM DEPOSITOR FOR THE LAST TWELVE (12) MONTHS UNDER THIS RECEIPT, WHICHEVER AMOUNT IS LESS.

15. NOTICE OF CLAIM AND FILING OF SUIT. Claims by the Depositor and all other persons must be presented in writing to the Warehouseman within a reasonable time, and in no event any later than the earlier of: (i) 60 days after delivery of the Goods by the Warehouseman or (ii) 60 days after Depositor is notified by the Warehouseman that loss or damage to part or all of the Goods has occurred. No lawsuit or other action may be maintained by the Depositor or others against the Warehouseman for loss or damage to the Goods unless timely written claim has been given as provided in this section and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by Warehouseman or (ii) nine months after Depositor is notified that loss or damage to part or all of the Goods has occurred. When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to the Depositor. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Warehouseman.

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

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

18. SEVERABILITY and WAIVER. If any provision of this Receipt, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Receipt shall not be affected thereby but shall remain in full force and effect. Warehouseman's failure to require strict compliance with any provision of this Receipt shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Receipt. The provisions of this Receipt shall be binding upon the heirs, executors, successors and assigns of both Depositor and Warehouseman; contain the sole agreement governing Goods tendered to the Warehouseman; and, cannot be modified except by a writing signed by Warehouseman and Depositor.

19. LIEN. Warehouseman shall have a general warehouse lien for all lawful charges for storage and preservation of the Goods; also, for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating, and other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. Warehouseman further claims a general warehouse lien for all such charges, advances and expenses with respect to any other Goods stored by the Depositor in any other facility owned or operated by Warehouseman. In order to protect its lien, Warehouseman reserves the right to require advance payment of all charges prior to shipment of Goods.

20. GOVERNING LAW AND JURISDICTION. This Receipt and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state where the Goods are located for storage. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Receipt shall be brought only in the appropriate state or federal court in the state where the Goods are located for storage.