

Storage Agreement and Liability Statement

**Submittal of a DPI Claim Form is an agreement between the submitting party named on the document and Diversified Product Inspections, LLC that any such evidence is covered by the following Diversified Product Inspections, LLC Storage Agreement and Liability Statement:*

Diversified Product Inspections, LLC (DPI) is in possession of and is storing the evidence as noted on the DPI Claim Form in connection with services rendered by DPI on behalf of and at the request of Client or Client's agent(s). The evidence is being held in a secure storage facility and storage fees will be charged at the rates set forth in our Pricing Schedule. Storage fees are not pro-rated for items shipped or disposed prior to the year-end date. Special arrangements can be made if a client wants to pay storage quarterly rather than annually; however, there is an additional surcharge for this service. Evidence stored at DPI's facility is at the risk of Client. DPI will maintain liability insurance solely for its facilities, but not for any evidence. Client is responsible for determining the value of the evidence and obtaining the appropriate insurance coverage if desired.

DPI will perform all testing and activities involving evidence with the appropriate standard of care owed to Client. Retrieval, handling, packaging, shipping, inspection, storage, testing or related activities performed by DPI may result in damage or changes to the evidence. DPI is not responsible for the loss of or any damage to evidence from any cause, including damage resulting from alteration, modifications or changes to evidence.

Client waives any and all claims against DPI, its agents and employees, including any subrogation rights on the part of Client's insurers for any loss or damage to evidence from any cause. Client agrees to indemnify and hold harmless, DPI from any and all liability or claims associated with evidence retrieval, handling, packaging, shipping, inspection, storage, testing and related activities performed on behalf of Client or Client's agent(s).

DPI has the right to refuse the acceptance and storage of evidence. In the event storage fees owed by Client remain unpaid for a period of 60 days or longer from the date of the evidence storage invoice, or notice of renewal, and no disposal or transmittal instructions have been received from Client by DPI, DPI shall provide written notice to Client via registered mail of its intent to dispose of evidence. If no disposal or transmittal instructions by Client to DPI have been made within 30 days of mailing the Notice of Intent to Dispose Evidence, DPI has the right to dispose of evidence without further notice to the Client. The Client waives any and all claims against DPI, and agrees to indemnify and hold harmless DPI from liability and claims, including any subrogation rights on the part of the Client's insurers, arising out of the disposal of evidence for non-payment of storage fees.

A notice of renewal will be transmitted annually for the disposition of stored evidence. Payment, storage, or disposal policies will be the same as for new claims. Evidence will not be released or transferred until all invoices are paid in full, except as authorized by DPI Management.

DPI only accepts receipt of the evidence under the terms of this Agreement. Due to delays in client response time, processing and mailing, the terms of this Agreement remain in force at the time the Client authorizes the transfer of evidence to DPI. You will be deemed to have consented to the terms of this Agreement if you do not object to the terms herein within five (5) business days of the date hereof, regardless of whether we have taken any action with respect to evidence you submitted to DPI. In the event Client rejects the terms of this Agreement, Client is responsible for all costs incurred by DPI prior to the receipt of notice of such rejection.