Warehouse and Distribution Services

- Rate Quotation
- Service Agreement

1768 W. 2nd Street, Pomona, CA 91766
Tel: 909-594-2600 | Fax: 909-594-1661
Email: dc@unipacshipping.com

PROPOSAL DATE:	September 3, 2025	PROPOSED EFFECTIVE DATE:	September 3, 2025

CUSTOMER INFORMATION

Company:	DIVA Laboratories Ltd.	Attention:	Kevin Chen
Address:	9F., No.351, Sec. 2, Zhongshan Rd., Zhonghe Dist	Telephone:	+886-2-2226-8631
	New Taipei City 235602, Taiwan	Email:	kevin_chen@diva.com.tw

INBOUND CHARGES

UNLOAD or TRANSLOAD	LCL	20' Container	40' Container	40' HQ Container	45' Container & Up
Palletized	$15.00/pallet	$250.00	$350.00	$375.00	$400.00
Floor Loaded • *$0.30 per additional carton over listed limit.*		$350.00 up to 500 cartons	$500.00 up to 1,000 cartons	$525.00 up to 1,200 cartons	$550.00 up to 1,500 cartons
• *Subject to heavy handling fee of $0.50 per carton over 45 lbs.*					

Transloading is charged as both unload and transload fee according to size.

SEGREGATION		
1 to 5 SKU	Included	Per Container
6 to 10 SKU	$80	Per Container
11 to 20 SKU	$150	Per Container
21 SKU or greater	$150 + $50 per additional 10 SKU over 20 SKU	Per Container

STORAGE CHARGES		
Monthly Storage (Calculated Daily)	$0.015 per cubic foot	Per Day
Minimum Storage	$150.00	Per Month

OUTBOUND CHARGES		
Order Processing – LTL or FTL	$8.00	Per Order
Revise or Cancel Order – LTL or FTL	$35.00	Per Revision
Same Day Processing – LTL or FTL (Based on Availability)	$50.00	Per Order
Loading	$10.00	Per Pallet
Issue Bill of Lading	$8.00	Per Bill of Lading
Picking Carton – 0 to 45 lbs.	$0.40	Per Carton
Picking Carton – 46 lbs. or greater	$0.60	Per Carton
Generate UPS or FedEx Shipping Label	$3.00	Per Label
ASN / Routing Service	$3.00	Per Order
Labeling – Customer Provides Carton or Pallet Labels	$0.50	Per Label
Labeling – Generate Carton or Pallet Labels	$0.80	Per Label
Palletize – Standard 40" x 48" Heat Treated Pallet, Light Shrink Wrap	$18.00	Per Pallet
Palletize – Standard 40" x 48" Grade A Pallet, Light Shrink Wrap	$18.00	Per Pallet
Palletize – Standard 40" x 48" Grade B Pallet, Light Shrink Wrap	$15.00	Per Pallet
Palletize – Oversize Pallet, Light Shrink Wrap	Please Inquire	Per Pallet
Enhanced Shrink Wrap	$5.00	Per Pallet
Materials – Edge/ Corner Protector, Cardboard	$1.00	Per Piece
Materials – Corner Protector, Cardboard	$1.00	Per Piece
Materials – Poly Strapping	$1.50	Per Loop
Re-boxing / Re-packing	Please Inquire	Per Carton
Pictures – Unloading / Loading, Multiple Pictures	$10.00	Per Container
Pictures – Specific Picture Requests	$2.50	Per Picture
Labor Request – After 5:00pm, Holiday, Weekend (Based on Availability)	$68.00 Per Hour	Per Person
Labor Request – Physical Inventory Count	$50.00 Per Hour	Per Person

Customer shall provide at least 24 hours advance notice for normal volume shipping and receiving and at least 72 hours advance notice for abnormally high volume shipping and receiving, or be subject to rush charges. Shipping and receiving hours are Monday through Friday from 8:30am to 5:00pm with last pickup at 5:00pm.

UNIPAC SHIPPING WAREHOUSING AND DISTRIBUTION SERVICE AGREEMENT

This Agreement ("Agreement") is made by and between Unipac Shipping, Inc. with its principal place of business at 1768 W. Second Street, Pomona, CA 91766 (hereinafter, "Unipac Shipping") and [customer name] DIVA Laboratories Ltd. with its principal place of business at [customer address] 9F., No.351, Sec. 2, Zhongshan Rd., Zhonghe Dist., New Taipei City 235602, Taiwan (hereinafter, "Customer"), and

WHEREAS, Customer desires Unipac Shipping to provide storage space, materials handling facilities, and personnel necessary for the receipt, storage, and delivery of its goods ("Goods") pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties herein agree as follows:

1. TERM OF AGREEMENT

This Agreement shall commence on the date of its execution by the parties hereto and shall continue thereafter in full force and effect for a period of one (1) year and shall thereafter automatically renew on a yearly basis, unless terminated.

This Agreement must be accepted within thirty (30) days from the Proposal Date. In the absence of written acceptance, the act of tendering goods for storage or other services to Unipac Shipping within thirty (30) days from the Proposal Date shall constitute acceptance by Customer.

The rates accepted by Customer in this Agreement are subject to change at any time by Unipac Shipping upon thirty (30) days written notice.

2. RIGHT TO STORE GOODS

Customer represents and warrants that it is the owner or has lawful possession of Goods and all right and authority to store them with Unipac Shipping and thereafter direct the release and/or delivery of Goods. Customer agrees to defend, indemnify, and hold harmless Unipac Shipping and its shareholders, managers, employees, agents, and affiliates (collectively, "Indemnified Parties") from any and all claims, actions, losses, penalties, and expenses, including reasonable attorney's fees and costs, which Unipac Shipping may incur, suffer or be required to pay by reason of any dispute or litigation, whether instituted by Unipac Shipping or others, respecting Customer's right, title or interest in Goods.

3. NO PERMISSION TO NAME UNIPAC SHIPPING AS CONSIGNEE

Customer agrees that all Goods shipped to Unipac Shipping's facility or any other facility controlled by Unipac Shipping shall identify Customer on the bill of lading or other contract of carriage as the named Consignee, and shall not identify Unipac Shipping as the Consignee. If Goods are shipped with Unipac Shipping as the named Consignee, Customer agrees to immediately notify the carrier in writing, with copy of such notice to Unipac Shipping, that Unipac Shipping as named Consignee is the "in care of party" only and has no beneficial title or interest in Goods. Unipac Shipping reserves the right to refuse such Goods and shall not be liable for any loss, mis-consignment, or damage of any nature to, or related to such Goods. Customer agrees to defend, indemnify, and hold harmless Unipac Shipping and its Indemnified Parties from any and all claims, actions, losses, penalties, and expenses, including reasonable attorney's fees and costs, which Unipac Shipping may incur, suffer or be required to pay by reason of improperly naming Unipac Shipping as the Consignee.

4. GOODS MUST BE PROPERLY MARKED, PACKED, AND ACCURATELY DESCRIBED

Customer shall tender Goods to Unipac Shipping that are properly marked and packed for storage and handling. Customer shall notify Unipac Shipping of any characteristics of Goods that may in any way be likely to cause damage to Unipac Shipping's facility or to other products stored in the same. Customer represents and warrants that none of Goods which it now has in storage, or will store in the future with Unipac Shipping are adulterated, flammable, hazardous or dangerous, explosives, or pesticides.

Customer shall provide Unipac Shipping with information concerning Goods that is accurate, complete, and sufficient to allow Unipac Shipping to comply with all laws and regulations concerning the storage, special handling, processing, and transportation of Goods. Customer represents and warrants that Goods it now has in storage with Unipac Shipping, or will store in the future, which require registration, permits, licenses, or similar approvals under federal, state or local laws, statutes, ordinates or regulations, are guaranteed to have such registration, permits, licenses, or similar approvals at the time Goods are tendered to Unipac Shipping and during the time Goods are in Unipac Shipping's custody.

Customer agrees to defend, indemnify, and hold harmless Unipac Shipping and Indemnified Parties from any and all claims, actions, losses, penalties, and expenses, including reasonable attorney's fees and costs, which Unipac Shipping may incur, suffer or be required to pay by reason of any failure of the aforementioned representations and guarantees of Customer.

5. HANDLING RELEASE OF GOODS

Customer shall provide Unipac Shipping at least 24 hours advance notice for normal volume shipping and receiving and at least 72 hours advance notice for abnormally high volume shipping and receiving, or be subject to rush charges. Our regular Shipping and Receiving hours are Monday through Friday from 8:30am to 5:00pm with last pickup at 5:00pm. No Goods shall be delivered or transferred except upon receipt by Unipac Shipping of Customer's complete written instructions and authorization (each, a "Release Order"). Customer shall provide Unipac Shipping a reasonable time after each Release Order to carry out the instructions to release Goods to Customer or its designated party. Unipac Shipping may, without liability, rely on any information contained in any Release Order or other written communication from Customer.

Customer shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery or shipment of Goods. If Unipac Shipping advances money or incurs liability for activities such as transportation, demurrage, handling, preparation, weighing, packing, and related charges before receiving Goods, then Customer shall reimburse Unipac Shipping for such charges.

6. PAYMENT TERMS FOR STORAGE AND SERVICES RENDERED

Customer shall pay all charges within its credit terms established with Unipac Shipping. Credit accounts not paid within terms are subject to a monthly 1.5% monthly finance charge. If no credit terms exist, all charges are payable as COD term.

Customer may not dispute invoices after more than ninety (90) days from date of invoice. In addition, Customer may not offset payment of invoices for disputed claims without the prior written consent of Unipac Shipping.

In any dispute involving monies owed by Customer, Unipac Shipping shall be entitled to all costs of collection, including reasonable attorney's fees, court costs and interest. Unipac Shipping reserves the right to suspend the release of any Goods or cease performance of any services if Customer fails to pay any amounts when due hereunder. Unipac Shipping also reserves the right to require payment in full at any time for all amounts owed by Customer, including other accounts with common ownership as Customer, in advance of releasing of Goods.

7. LIMITED WARRANTY

Customer understands and agrees that Unipac Shipping shall not be responsible for the following:

a. Unipac Shipping 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 Unipac Shipping has failed to exercise reasonable care.

b. Unipac Shipping shall not be liable for any loss, damage, or destruction to Goods tendered, stored, or handled, however caused, unless such loss damage, or destruction resulted from the failure by Unipac Shipping to exercise reasonable care. Unipac Shipping agrees to notify Customer promptly of any loss or damage, however caused, to its Goods.

c. Unipac Shipping shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods, unless Customer establishes such loss occurred because of Unipac Shipping's failure to exercise reasonable care. Any presumption of conversion under applicable law shall not apply to a loss with respect to any Goods, and a claim for conversion must be established through affirmative evidence that Unipac Shipping converted Goods to its own use.

d. Unipac Shipping shall not be liable for mis-shipped Goods. If Unipac Shipping negligently mis-ships Goods to the wrong location, then Unipac Shipping shall pay reasonable transportation to re-route Goods to the correct destination. If Unipac Shipping negligently mis-ships the incorrect Goods, then Unipac Shipping shall pay reasonable transportation charges to return the mis-shipped Goods to its facility. If consignee fails to return the mis-shipped Goods, Unipac Shipping's maximum liability shall be for the lost, damaged, or destroyed Goods provisions as specified in Section 8, and Unipac Shipping shall have no liability for damages due to the consignee's acceptance or use of Goods.

e. Unipac Shipping shall not be responsible for chargebacks of any kind.

8. LOST, DAMAGED, OR DESTROYED GOODS

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION TO STORED GOODS FOR WHICH UNIPAC SHIPPING IS LEGALLY LIABLE, CUSTOMER UNDERSTANDS AND AGREES THAT UNIPAC SHIPPING'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING AMOUNTS:

a. the actual cost of repairing the lost, damaged, or destroyed portion of Goods;

b. the actual cost of replacing the lost, damaged, or destroyed portion of Goods together with transportation costs to Unipac Shipping's facility;

c. the import value of the lost, damaged, or destroyed portion of Goods as declared to Customs including purchase price, duties, and fees; or

d. $0.50 per pound net weight of the lost, damaged, or destroyed portion of Goods, up to a maximum total claim of $500.00.

THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND UNIPAC SHIPPING'S ENTIRE LIABILITY FOR ANY BREACH OF UNIPAC SHIPPING'S OBLIGATIONS FOR LOST, DAMAGED, OR DESTROYED GOODS. CUSTOMER AND ITS INSURERS HEREBY WAIVE THEIR RIGHTS OF RECOVERY AGAINST UNIPAC SHIPPING FOR CLAIMS IN EXCESS OF UNIPAC SHIPPING'S LIABILITY AS EXPRESSED IN THIS SECTION 8.

UNIPAC SHIPPING SHALL NOT BE LIABLE FOR ANY BREACH OF THIS SECTION 8 UNLESS: (I) CUSTOMER GIVES WRITTEN NOTICE TO UNIPAC SHIPPING OF ANY CLAIM WITHIN TEN (10) BUSINESS DAYS AFTER RELEASE OF GOODS BY UNIPAC SHIPPING; OR (II) CUSTOMER IS NOTIFIED BY UNIPAC SHIPPING THAT LOSS OR DAMAGE TO PART OR ALL OF GOODS HAS OCCURRED. EACH CLAIM MUST CONTAIN INFORMATION NECESSARY TO IDENTIFY GOODS AFFECTED, THE BASIS FOR LIABILITY AND THE AMOUNT OF THE ALLEGED LOSS OR DAMAGE.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL UNIPAC SHIPPING BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY PERSON OR ENTITY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL UNIPAC SHIPPING'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LIABILITY UNDER SECTION 8 OF THIS AGREEMENT, EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER TO UNIPAC SHIPPING FOR SERVICES RENDERED TO THE SPECIFIC GOODS AT ISSUE.

10. INSURANCE

Unipac Shipping is under no obligation to procure insurance for the benefit of Customer's Goods. If Customer desires that Goods be insured, then Customer shall obtain insurance thought its own insurance agent and/or carrier. Customer may submit a written request to Unipac Shipping to procure insurance on behalf of Customer's Goods subject to approval. If Unipac Shipping approves such request in writing, Customer shall pay all premiums and costs in connection with procuring requested insurance.

11. TERMINATION AND SUBSEQUENT REMOVAL OF GOODS

This Agreement may be terminated by either party upon thirty (30) days written notice with or without any cause or reason being given or required. In addition, Unipac Shipping may terminate this Agreement with immediate effect upon written notice to Customer if any of the following occur:

a. Customer fails to pay any amount when due under this Agreement;

b. Customer has not performed or complied with its obligations under any of the provisions contained in this Agreement, in whole or in part;

c. Customer becomes insolvent, files a petition for bankruptcy, commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors;

d. Goods are a hazard to persons, other property, or Unipac Shipping's facility or any other facility controlled by Unipac Shipping as a result of the quality or condition of Goods of which Unipac Shipping had no notice at the time of deposit; or

e. Goods are about to deteriorate or decline in value to less than the amount of Unipac Shipping's liens within thirty (30) days.

If this Agreement is terminated for any reason, Customer is required at their expense to remove all of their Goods from Unipac Shipping's facility or any other facility controlled by Unipac Shipping within thirty (30) days. All account balances must be paid in full before Goods will be released to Customer. If Goods are not removed within the thirty (30) day period, Unipac Shipping may without liability remove Goods and sell Goods at public or private sale without advertisement and with or without notification to all persons known to claim an interest in Goods in the manner provided by law. If Unipac Shipping, after a reasonable effort, is unable to sell Goods, it may dispose of them without liability in any lawful manner.

12. FORCE MAJEURE

Unipac Shipping shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under this Agreement, resulting from circumstances beyond the control of either Unipac Shipping or its sub-contractors, including but not limited to:

a. acts of God, including flood, earthquake, wind, tornado, storm, lightning, hurricane, epidemic or other severe health crisis, or other natural disaster;

b. power failure, telecommunication breakdown, water sprinkler leakage, explosions, fire, moths, vermin, or insects;

c. war, hijacking, terrorist activities, robbery, theft, cyberattacks or other hacker activities;

d. depreciation, deterioration, obsolescence, ordinary wear and tear, inherent defects, characteristics, infirmities, or fragilities of Goods;

e. civil commotions, riots, national emergency, revolution, insurrection;

f. acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license;

g. acts, breaches of contract, or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment; or

h. strikes, lockouts, other labor conflicts, restraints or delays affecting carriers.

In such event, Unipac Shipping reserves the right to amend its service rates on one (1) day notice, as necessary to provide the requested service. Goods are stored, handled, and transported at Customer's sole risk of loss, damage, or delay caused by any of the above. Customer agrees to pay the storage or similar charges associated with Unipac Shipping's obligation during the continuance of the Force Majeure.

13. WRITTEN CLAIM REQUIREMENT PRIOR TO FILING SUIT; TIME LIMIT FOR FILING SUIT

No lawsuit or other action may be initiated or maintained by Customer against Unipac Shipping for loss, damage or destruction to Goods unless a timely written claim has been given by Customer as provided for in Section 8 and unless such lawsuit or other action is commenced no later than the earlier of:

a. Twelve (12) months after the date of delivery of Goods to Customer by Unipac Shipping; or

b. Twelve (12) months after Customer is notified by Unipac Shipping that loss or damage to part or all of Goods has occurred.

14. GENERAL WAREHOUSEMAN'S LIEN; CONTINUING LIEN THAT SURVIVES DELIVERY

Unipac Shipping claims, and Customer grants, a general Warehouseman's lien that attaches to any of Customer's Goods in Unipac Shipping's facility or any other facility controlled by Unipac Shipping, regardless of whether the charges claimed due relate to those Goods. Unipac Shipping shall have a general Warehouseman's lien for all lawful charges for storage and preservation of Goods; also for all lawful claims for money advanced, interest, insurance, transportation, demurrage and terminal charges, labor, weighing, labeling, packaging, re-packaging, sorting, counting, assembling, dismantling, building, disposal, or other work done with Goods,

and other present or future charges and expenses in relation to such Goods; and for unpaid balance on any other accounts with common ownership as Customer that may be due; and for all costs including reasonable attorney's fees, legal expenses, and other legal charges arising out of Unipac Shipping's actions to collect unpaid account balances from Customer, enforce its liens, determine ownership of Goods, or defend against any litigation concerning Goods stored under this Agreement where Unipac Shipping is made a party.

Unipac Shipping also claims, and customer also grants, a continuing lien on any and all Goods relating thereto of Customer coming into Unipac Shipping's actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all charges, expenses or advances owed by Customer to Unipac Shipping with regard to Goods on which the lien is claimed, previous Goods already delivered and/or both.

15. SEVERABILITY AND WAIVER

If any provision of this Agreement, 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 Agreement shall not be affected thereby but shall remain in full force and effect. Unipac Shipping's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

16. NO ASSIGNMENT

This Agreement and all rights and obligations of the Customer are personal to the Customer and may not be transferred or assigned at any time.

17. ENTIRE AGREEMENT

This Agreement constitute the entire understanding between Unipac Shipping and Customer, and no working arrangement, instructions, or operating manuals intended to facilitate the effective carrying out of this Agreement shall in any way affect the liabilities of either party as set forth herein. Warehouse receipts may be issued for goods received in storage and the provisions of the Warehouse receipt shall apply, provided any inconsistency between the terms of the receipt and this Agreement shall be governed by this Agreement.

18. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. GOVERNING LAW; CONSENT TO VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California including all matter of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of California, County of Los Angeles.

20. NOTICES

All written notices shall be sent to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section 20) with tracking number or signature delivery confirmation. A written notice sent via email shall be deemed delivered if the receiving party acknowledges receipt in an email reply.

All written notices directed to Unipac Shipping shall be sent to:

i) Unipac Shipping, ATTN: Warehouse Manager, 1768 W. Second Street, Pomona, CA 91766

All written notices directed to Customer shall be sent to:

i) [Customer Name and address]: DIVA Laboratories, Ltd. 9F., No.351, Sec. 2, Zhongshan Rd., Zhonghe Dist., New Taipei City 235602, Taiwan

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates below.

For UNIPAC SHIPPING		**For CUSTOMER**	
Signature		**Signature**	
Print Name	Cherry Sun	**Print Name**	
Title	Sales Manager	**Title**	
Date	Sept. 3rd 2025	**Date**	