

BILL OF LADING RECEIPT AND INVOICE - CONTRACT TERMS AND CONDITIONS

SECTION 1 - DEFINITIONS: As used in this Non-Negotiable Warehouse Receipt and Invoice (this #Warehouse Receipt) the following Capitalized terms have the following meanings:

(a) **AGENT,** AmeriCold Logistics, LLC, acting in its capacity as authorized agent of or service provider to the following AmeriCold affiliated entities (the "Affiliates"), as applicable to this Warehouse Receipt: Logistics, Storage Provider, and AMLOG Canada, Inc. Agent acts in such capacity for the execution and delivery of this Warehouse Receipt, and to provide other services as stated herein. This definition will also include the successors and assigns of AmeriCold Logistics, LLC.

(b) **CHARGES,** All amounts of any nature at any time due or claimed to be due to Logistics, Storage Provider or Transportation Services Provider with respect to the Goods, whether liquidated or unliquidated, including but not limited to loans, disbursements, expenses, advances, storage, handling and transportation charges (including demurrage, detention and terminal charges), charges and expenses incurred in the preservation and sale of the Goods pursuant to law, charges incurred for services as provided herein, interest charges and all other charges and expenses of every nature, present and future, incurred by or for the account of Storer or any predecessor in interest or with respect to any Goods.

(c) **GOODS,** The personal property and any portion thereof identified on each numbered page entitled "Non-Negotiable Warehouse Receipt".

(d) **LOT or LOTS,** Unit or units of Goods for which a separate account is kept by Logistics

(e) **STORER,** The person, firm, corporation or other entity for whom the Goods described herein are stored and to whom this Warehouse Receipt is issued and anyone else claiming an interest in the Goods.

SECTION 2 - SERVICE PROVIDERS: (a) All handling and related warehousing services will be provided by AmeriCold Logistics, LLC or by its disclosed Opco affiliate through AmeriCold Logistics, LLC as Agent or, as to managed sites, by its subsidiary affiliate AmeriCold Logistics Managed, LLC through AmeriCold Logistics, LLC as Agent, as indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt." All warehousing services in Canada will be provided by AMLOG Canada, Inc., a subsidiary affiliate of AmeriCold Logistics, LLC. AmeriCold Logistics, LLC or such affiliate, as applicable, is referred to herein as "Logistics".

(b) The warehouse where the Goods are stored is owned, controlled or managed by an affiliate of AmeriCold Logistics, LLC (such affiliate is referred to herein as "Storage Provider"). Storage Provider is providing storage space in accordance with the terms hereof, and Storage Provider joins as a party to this Warehouse Receipt for purposes of providing such storage space and has all rights to enforce the terms hereof. Other than the provision of storage space, Storage Provider has no obligation to Storer under this Warehouse Receipt and is not liable for the acts or omissions of Logistics. Notwithstanding the foregoing, Storer is entitled to the rights and remedies afforded to Logistics hereunder to the extent directly or indirectly related to the storage space provided by Storage Provider or the charges assessed with respect thereto.

(c) The first AmeriCold entity identified at or near the top of each numbered page entitled "Non-Negotiable Warehouse Receipt" is the Storage Provider and the second identified AmeriCold entity is either AmeriCold Logistics, LLC or the affiliate of AmeriCold Logistics, LLC providing the warehousing services referred to in Section 2 (a) above. If the name of any AmeriCold entity is abbreviated, the full name will be provided upon request.

(d) Storer may request that Logistics provide or arrange for transportation services in addition to the other services under this Warehouse Receipt. In that event, the transportation services will be provided by Logistics or an affiliate of Logistics (collectively, "Transportation Services Provider"), and all such transportation charges, whether billed by Logistics or the Transportation Services Provider, will be covered by and subject to Logistics' general warehouse lien set forth in Section 13 of this Warehouse Receipt.

(e) The storage charges and similar non-handling charges due hereunder are payable to Storage Provider as the provider of the storage space, while all charges for handling and related warehousing services due hereunder are payable to Logistics and all charges for transportation services due hereunder, if any, are payable to Transportation Services Provider; however, the parties agree that Storer will pay all such charges to Agent, as agent for Storage Provider and Logistics and if applicable the Transportation Services Provider.

SECTION 3 - TENDER FOR STORAGE: (a) All Goods for storage shall be delivered at the warehouse location indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt" properly marked and packed for handling as reasonably determined by Logistics. Logistics shall store and deliver Goods in the packages in which they were originally received.

(b) Storer shall furnish, at or prior to tender of the Goods, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired. If such manifest is not provided, Logistics may commingle and store the Goods in bulk or assorted Lots in freezer, cooler or general storage at the discretion of Logistics and charges for such storage will be made at then applicable rates as published or quoted by Logistics.

(c) Logistics shall not be responsible for segregating Goods by production code date or otherwise unless specifically agreed to in writing.

(d) Storer warrants that the Goods tendered for storage are not infested with pests, bacteria or any other contaminants whatsoever and that the Goods do not now and will not in the future present or constitute a danger to Logistics, its affiliates or its employees, to other products or to the warehouse. Storer hereby agrees to hold Logistics and its affiliates harmless from and indemnify Logistics and its affiliates against any and all losses, expenses, damages and costs, including reasonable attorneys' fees and court costs ("Losses"), arising from or attributable to a breach of the aforesaid warranty.

SECTION 4 - TERMINATION OF STORAGE: (a) Logistics may, upon written notice to Storer, require the removal of the Goods, or any portion thereof, from the warehouse at the termination of the period of storage, if any, fixed by this Warehouse Receipt or after the expiration of thirty (30) days from such notice, whichever is earlier. If, in the opinion of Logistics, Goods are about to deteriorate or decline in value to less than the amount of Warehouseman's lien, or there is a threat of damage to the Goods, to other property, to the warehouse, or to persons, Logistics may specify in the notice a shorter period for removal. All Charges relating to the Goods to be removed shall be paid prior to removal. If such Goods are not so removed and said Charges paid, Logistics may, at Storer's expense, remove the Goods to another storage facility, or sell the Goods as provided by law and shall be entitled to exercise any other rights it has under law with respect to such Goods.

(b) If, in the opinion of Logistics, Goods may constitute a hazard to other property or to the warehouse or to persons, Logistics may, at Storer's expense, remove such Goods, and sell or dispose of them as permitted by law without liability to Storer.

SECTION 5 - STORAGE LOCATION: (a) The Goods stored pursuant to this Warehouse Receipt shall be stored at Logistics' discretion in any one or more buildings at the warehouse complex identified on each numbered page entitled "Non-Negotiable Warehouse Receipt" The identification of any specific location within the warehouse complex does not constitute a representation that the Goods shall be stored there.

(b) Subject to any contrary written instructions given by Storer, Logistics may, at any time, at its expense and without notice to Storer, remove any Goods from any room or area of the warehouse complex to any other room or area thereof.

SECTION 6 - STORAGE CHARGES; STORAGE PERIOD: (a) Charges for freezing, storage, handling and other services shall be billed in advance in the manner indicated herein and are due upon receipt of the invoice. Storage charges commence upon the date that the Goods are received for unloading and inspection for condition and count. ALL CHARGES ARE DUE AND PAYABLE WITHOUT ANY DEDUCTION OR OFFSET WHATSOEVER.

(b) ALL GOODS ARE STORED ON A MONTH-TO-MONTH BASIS, unless otherwise agreed in writing.

(c) Unless otherwise agreed in writing, storage charges will be billed on either a split month basis or an anniversary date basis.

(d) If storage charges are on a split month basis, the storage month is a calendar month. A full month's storage charge will apply on all Goods received between the first and 15th day, 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. A full month's storage charge will apply on all Goods in storage on the first day of the next and each calendar month thereafter on all Goods then remaining in storage.

(e) If storage charges are on an anniversary date basis, the storage month shall extend from the date the Goods are received in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge will apply when the Goods are received and an additional monthly storage charge shall apply on each successive storage month on all Goods then remaining in storage.

(f) Rates quoted by weight will, unless otherwise specified, be computed on gross weight, and 2,000 pounds shall constitute a ton. Rates do not include any taxes, tariffs, duties, assessments or similar charges imposed upon the Goods while in the possession of Logistics, all of which shall be the sole responsibility and expense of Storer.

SECTION 7 - HANDLING CHARGES: (a) Handling charges cover only the ordinary labor and duties incidental to receiving and delivering unitized Goods at the warehouse dock during normal warehouse hours but do not include loading and unloading unless otherwise agreed in writing.

(b) A charge in addition to the regular handling charges that will be made for any work other than as specified in subsection 7(a).

(c) When Goods are ordered out in quantities less than that in which received, Logistics may make an additional charge for each order or each item of an order.

(d) Delivery by Logistics of less than all units of any Lot or of less than all the fungible Goods stored for Storer shall be made without subsequent sorting except by special arrangement and subject to an additional charge.

(e) Logistics may assess an additional charge when Goods, designated for freezer storage, are received at temperatures above 50 Fahrenheit.

SECTION 8 - TRANSFER OF TITLE; DELIVERY: (a) Instructions by Storer to transfer Goods to the account of another are not effective until the written instructions are delivered to and accepted by Logistics. A charge will be made for each such transfer and for any rehandling of Goods deemed by Logistics to be required thereby. Logistics reserves the right not to deliver or transfer Goods to or for the account of another except upon receipt of written instructions properly signed by Storer.

(b) Storer may furnish written instructions authorizing Logistics to accept telephone orders for delivery. In such case, (i) Logistics may require that each telephone order be confirmed by Storer in writing within 24 hours, and (ii) accuracy of any telephone order shall be at the risk of Storer. Logistics and its affiliates shall not be liable for any loss resulting from a delivery made pursuant to a telephone order, whether or not so authorized, unless Logistics failed to exercise reasonable care.

(c) Logistics shall have a reasonable time to make delivery after Goods are ordered out and shall have a minimum of thirty (30) business days after receipt of a delivery order in which to locate any misplaced Goods.

(d) If Logistics has exercised reasonable care and is unable, due to causes beyond its reasonable control, to affect delivery before expiration of the current storage period, the Goods shall be subject to storage charges for each succeeding storage period until delivery is effected.

(e) All instructions and requests for delivery or transfer of Goods are received subject to satisfaction of all Charges and all liens and security interests of Logistics and its affiliates.

(f) Storer shall hold Logistics and its affiliates harmless from and indemnify them for claims of others asserting a superior right to Storer to ownership or possession of the Goods. Nothing herein shall preclude Logistics or its affiliates from exercising any other remedy available to them under the law to resolve such claims. All Losses relating in any way to any such claims shall be charged to Storer, shall become part of Charges, and shall be secured by the lien created by this Warehouse Receipt.

(g) On outbound shipments, Storer may furnish a checker to verify load and count; otherwise, Logistics' record of load and count shall be conclusive.

(h) When Storer requests Logistics to arrange for transportation of Goods but does not specify a particular carrier, Logistics or Transportation Services Provider on its behalf may select any carrier in its sole discretion. **STORER SHALL BE RESPONSIBLE FOR ALL CHARGES OF CARRIERS, ALL CLAIMS BY STORER RELATING, IN ANY WAY, TO TRANSPORTATION OF GOODS ARE NOT LOGISTICS' OR TRANSPORTATION SERVICES PROVIDER'S RESPONSIBILITY AND STORER AGREES TO PURSUE ALL SUCH CLAIMS DIRECTLY AGAINST THE CARRIER AND SHALL HOLD LOGISTICS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL SUCH CLAIMS.**

SECTION 9 - OTHER SERVICES AND CHARGES: (a) Other services rendered in the interest of Storer or the Goods are chargeable to Storer. Such services may include, but are not limited to: furnishing of special warehouse space or material; repaling, re-couping, sampling, weighing, repiling or inspecting the Goods; compiling statements; making collections; furnishing revenue stamps; reporting or recording marked weights or numbers; handling railroad expense bills; and handling shipments.

(b) All Charges hereunder constitute commercial accounts and are due and payable upon receipt of the invoice thereof. **ALL CHARGES NOT PAID WITHIN FIFTEEN (15) DAYS FROM THE DATE OF BILLING ARE SUBJECT TO AN INTEREST CHARGE FROM SUCH DATE UNTIL PAID AT THE LESSER OF ONE AND ONE HALF PERCENT (1½%) PER MONTH OR THE HIGHEST RATE PERMITTED BY LAW.**

(c) Storer may, subject to insurance regulations and reasonable limitations imposed by Logistics, inspect the Goods stored in the warehouse under this Warehouse Receipt when accompanied by an employee of Logistics whose time is chargeable to Storer.

(d) In the event of actual or threatened damage to the Goods, or any portion thereof, Storer shall pay all reasonable and necessary costs of protecting and preserving the Goods and the clean up and disposal of damaged or destroyed Goods. When such costs are attributable to Goods and property of one or more others, such costs shall be apportioned among Storer and others on a pro rata basis as determined by Logistics in its reasonable discretion.

(e) Logistics shall supply damage bracing and fastenings where it deems it appropriate on outbound shipments and the cost thereof is chargeable to Storer.

(f) Any additional costs incurred by Logistics in unloading, storing and handling damaged Goods are chargeable to Storer.

(g) A charge in addition to regular storage and handling rates will be made for bonded storage.

(h) All storage, handling and other services may be subject to minimum charges.

(i) Storer agrees to hold Logistics and its affiliates harmless from and indemnify them against all Losses incurred by Logistics and its affiliates in connection with the storage, handling and disposition of the Goods received hereunder, including claims and lawsuits to which Logistics or its affiliates are made a party relating in any way to its performance under this Warehouse Receipt unless arising directly and exclusively from Logistics' gross negligence.

SECTION 10 - LIABILITY AND LIMITATION OF DAMAGES: (a) LOGISTICS AND ITS AFFILIATES SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO THE GOODS, HOWEVER CAUSED, UNLESS SUCH LOSS, DAMAGE OR DESTRUCTION ARISES DIRECTLY AND EXCLUSIVELY FROM THEIR FAILURE TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES. LOGISTICS AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. ALL OVERAGES DURING ANY PHYSICAL INVENTORY SHALL BE NETTED AGAINST SHORTAGES IN SAID PHYSICAL INVENTORY ACROSS PRODUCT LINES AND ALL NET OVERAGES AS A RESULT OF ANY PHYSICAL INVENTORY SHALL BE CARRIED FORWARD AND/OR BACKWARD TO OFFSET PRIOR AND/OR FUTURE NET PHYSICAL INVENTORY SHORTAGES.

(b) Logistics and Storer agree that the duty of care referred to in subsection 10(a) does not require Logistics or Storage Provider to provide or maintain a sprinkler system at any warehouse.

(c) Logistics and Storer agree that the duty of care referred to in subsection 10(a) does not require Logistics or Storage Provider to provide or maintain a sprinkler system at any warehouse.

(c) Unless specifically agreed to in writing, Logistics shall not be required to store Goods in a humidity-controlled environment or be responsible for tempering Goods.

(d) LOGISTICS SHALL NOT BE RESPONSIBLE FOR DETENTION OR DEMURRAGE OR DELAYS IN LOADING OR UNLOADING TRAILERS OR CARS OR DELAYS IN OBTAINING CARS FOR OUTBOUND SHIPMENT UNLESS SUCH DETENTION, DEMURRAGE OR DELAY WAS CAUSED DIRECTLY AND EXCLUSIVELY BY LOGISTICS' FAILURE TO EXERCISE REASONABLE CARE.

(e) IN THE EVENT OF LOSS OR DESTRUCTION OF OR DAMAGE TO GOODS FOR WHICH LOGISTICS AND/OR ANY OF ITS AFFILIATES ARE LEGALLY LIABLE, STORER DECLARES THAT LOGISTICS AND ITS AFFILIATES' TOTAL, INDIVIDUAL AND COLLECTIVE LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LESSER OF THE FOLLOWING: (1) THE ACTUAL COST TO STORER OF REPLACING, OR REPRODUCING THE LOST, DAMAGED, AND/OR DESTROYED GOODS TOGETHER WITH TRANSPORTATION COSTS TO WAREHOUSE, (2) THE FAIR MARKET VALUE OF THE LOST, DAMAGED, AND/OR DESTROYED GOODS ON THE DATE STORER IS NOTIFIED OF LOSS, DAMAGE AND/OR DESTRUCTION, OR (3) \$0.50 PER POUND FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS. PROVIDED, HOWEVER, THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, STORER MAY, UPON WRITTEN REQUEST INCREASE LOGISTICS' LIABILITY ON PART OR ALL OF THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION; AND FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BY STORER AND ACCEPTED IN WRITING BY LOGISTICS BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED.

(f) The liability referred to in Section 10(e) shall be Storer's exclusive remedy against Logistics and its affiliates for any claim or cause of action whatsoever relating to loss or destruction of or damage to Goods and shall apply to all claims including inventory shortage and mysterious disappearance claims unless Storer proves by affirmative evidence that Logistics converted the Goods to its own use. Storer waives any rights to rely upon any presumption of conversion imposed by law. **IN NO EVENT SHALL STORER BE ENTITLED TO INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR DESCRIPTION.**

SECTION 11 - NOTICE OF CLAIM AND FILING OF ACTION: (a) NEITHER LOGISTICS NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY CLAIM OF ANY TYPE WITH RESPECT TO GOODS UNLESS SUCH CLAIM IS PRESENTED IN WRITING WITHIN A REASONABLE TIME, WHICH SHALL IN NO EVENT EXCEED SIXTY (60) DAYS FROM THE EARLIER OF: (1) THE DATE LOGISTICS DELIVERED THE GOODS; OR (2) THE DATE WHEN STORER LEARNED, OR IN THE EXERCISE OF REASONABLE CARE SHOULD HAVE LEARNED, OF THE LOSS, DAMAGE, DESTRUCTION OR OTHER EVENT OR CONDITION GIVING RISE TO THE CLAIM.

(b) As a condition to making any claim and as a condition precedent to filing any suit, Storer shall provide Logistics with a reasonable opportunity to inspect the Goods which are the basis of Storer's claim.

(c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST LOGISTICS OR ITS AFFILIATES WITH RESPECT TO THE GOODS UNLESS A WRITTEN CLAIM HAS BEEN MADE WITHIN THE TIME PERIOD SET FORTH IN SUBSECTION 11(a) AND UNLESS STORER HAS PROVIDED LOGISTICS WITH A REASONABLE OPPORTUNITY TO INSPECT GOODS AS PROVIDED IN SUBSECTION 11(b) AND UNLESS SUCH ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER THE EARLIER OF: (1) THE DATE LOGISTICS DELIVERED THE GOODS; OR (2) THE DATE WHEN STORER LEARNED, OR IN THE EXERCISE OF REASONABLE CARE SHOULD HAVE LEARNED, OF THE LOSS, DAMAGE, DESTRUCTION OF OTHER EVENT OR CONDITION GIVING RISE TO THE CLAIM.

SECTION 12 - INSURANCE: Goods are not insured by Logistics or its affiliates and the storage rates do not include insurance unless Logistics has agreed, in writing, to obtain such insurance for the benefit of Storer.

SECTION 13 - LIEN AND SECURITY INTEREST: STORER GRANTS TO LOGISTICS, STORAGE PROVIDER AND TRANSPORTATION SERVICES PROVIDER (COLLECTIVELY, "WAREHOUSEMAN") A FIRST PRIORITY GENERAL WAREHOUSE LIEN UPON AND SECURITY INTEREST IN THE GOODS AND on the proceeds thereof for all Charges including all charges for storage, handling, transportation (including demurrage and terminal charges and all transportation charges identified in Section 2(d) of this Warehouse Receipt), insurance, labor and other charges present or future with respect to the Goods, advances or loans by Logistics in relation to the Goods and for expenses necessary for preservation of the Goods or reasonably incurred in their sale pursuant to law. Storer further grants Warehouseman a lien on the Goods for all such charges, advances and expenses in respect to any other property stored by Storer in any warehouse owned or operated by Warehouseman or its affiliates wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

SECTION 14 - MISCELLANEOUS: (a) Logistics' failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance therewith and shall not constitute a waiver or estoppel to insist upon strict compliance with all other provisions of this Warehouse Receipt.

(b) In the event any section of this Warehouse Receipt or part thereof shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

(c) Storer represents and warrants that it either (i) is the lawful owner of the Goods, which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and of any holder of a lien or security interest (which lien or security interest is hereby subordinated to the lien and security interest of Warehouseman) and has full power and authority to enter into this Warehouse Receipt. Storer agrees to notify all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

(d) All notices provided herein may be transmitted by any commercially reasonable means of communication and directed to Logistics at the address on the front hereof and to Chief Financial Officer, AmeriCold Logistics, LLC, 10 Glenlake Parkway, South Tower, Suite 800, Atlanta, GA 30328, and to Storer at its last known address. Storer is presumed to have knowledge of the contents of all notices transmitted in accordance with this subsection 14(d) upon receipt or three (3) days after transmittal, whichever first occurs.

(e) The interpretation, construction and validity of this Warehouse Receipt shall be governed by, and construed in accordance with, the laws of the state in which the warehouse location indicated on the front side of this Warehouse Receipt is located.

(f) This Warehouse Receipt supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, representations and undertakings between Logistics and Storer whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of Logistics and Storer.

SECTION 15 - ARBITRATION: In the event that a dispute arising under this Warehouse Receipt cannot be resolved by the parties within thirty (30) days after receipt by one party from the other party of notice of a dispute or such additional time as the parties may agree upon in writing, the matter shall be submitted to the American Arbitration Association (the "AAA") for resolution. The matter shall be heard before a sole arbitrator in the city nearest the warehouse location indicated on each numbered page entitled "Non-Negotiable Warehouse Receipt" (or Atlanta, Georgia if the dispute does not involve a specific warehouse). The dispute shall be resolved by binding arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. IN CONSIDERING OR FIXING ANY AWARD UNDER THESE PROCEEDINGS, NEITHER PARTY SHALL BE ENTITLED TO SEEK OR RECOVER INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR DESCRIPTION. The costs of the arbitration, including any AAA administration fee, arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties. Attorneys' fees may be awarded to the prevailing party at the discretion of the arbitrator. Each party's other costs and expenses shall be borne by the party incurring them.