

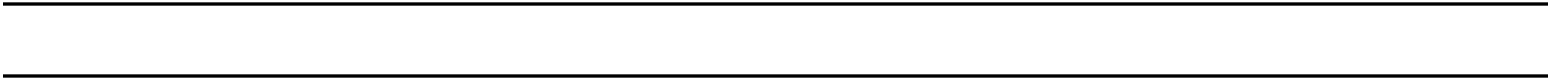
WAREHOUSEMAN:

FACILITY:

**NON-NEGOTIABLE  
WAREHOUSE  
RECEIPT**

**BILL TO:**

**INVOICE NO.:  
ISSUE DATE:  
WORK ORDER:**



Declared Value of Goods \$ \_\_\_\_\_

**AMOUNT DUE UPON RECEIPT**

**ATTENTION: Important Terms and Conditions on Reverse Apply, particularly Time/Value Limitations of Liability**

Warehouseman acknowledges receipt for storage of the above Goods for storage, said to be as described, in apparent good order and condition, except as noted herein (contents, condition and quality unknown), and they are now stored under terms and conditions of storage printed on reverse side, subject to delivery to the person or persons named above upon presentation of proper documents and payment of all charges due thereon before delivery or transfer of Goods. Warehouseman claims a lien for: (1) all storage of the Goods and like charges and expenses relating to any other goods or inventory whenever deposited to Warehouseman; (2) all lawful claims for money advanced, interest, insurance, transportation, weighing, cooperating or other services; (3) interest for late payment of charges due; (4) attorney's fees and costs expended to collect charges due and/or to enforce terms of this contract, and such fees and expenses incurred by Warehouseman in connection with disputes over title to Goods or otherwise related to the Goods stored by Warehouseman.

**LIMITATION OF LIABILITY/TIME FOR CLAIMS: Claims for loss and/or damage must be made in writing within thirty (30) days of delivery of Goods, and any legal action against Warehouseman must be commenced within one (1) year of delivery of Goods. In no event shall Warehouseman's liability for loss or damage to goods exceed the monthly storage rate multiplied by 50 unless the Storer shall at the time the Goods are stored, declare a higher value and agreed to payment of correspondingly increased rate to be provided upon request. . SIGNATURE:**

**TERMS AND CONDITIONS  
FOR CARGO HANDLING AND STORAGE**

Page 2 of 2

These terms and conditions apply to all cargo or other goods tendered to Warehouseman for handling or storage at all facilities owned, operated, controlled or utilized by Warehouseman (collectively hereinafter "Facility").

**SECTION 1 – TENDER OF CARGO/GOODS**

- (a) All cargo or other goods tendered to Warehouseman for handling or storage shall be properly marked and packed for handling and storage. The Customer 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 handling desired, otherwise the goods may be stored in bulk or assorted lots, in general storage at the discretion of the Warehouseman and will be charged for accordingly.
- (b) The word "lot" as used herein means the unit or units of goods for which a separate account is to be kept by Warehouseman. Delivery of all or any of the units of a lot shall be made without subsequent sorting, except by special arrangement and subject to extra charges as set forth on the front of this Warehouse Receipt.
- (c) Warehouseman undertakes to store and deliver goods only in the packages in which they are originally received, unless otherwise agreed in writing and subject to an additional charge.

**SECTION 2 – STORAGE PERIOD AND CHARGES**

- (a) The storage period begins on the date that goods are tendered to Warehouseman, regardless of unloading date or date of issue of Warehouse Receipt.
- (b) Upon the expiration of free time, if any, storage fees will accrue on a month--to--month basis, unless otherwise provided. 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 calendar months, but if there be no corresponding date in the next succeeding calendar month, it shall extend to and include the last day of the month. When the last day of a final storage month falls on a Sunday or legal holiday, the storage month shall be deemed to expire on the next succeeding business day.
- (c) Warehouseman may, for any reason or no reason at all, upon written notice to the Storer of record and to any other person known by Warehouseman to claim an interest in the goods (collectively hereinafter "Storer"), require the removal of any goods within 30 days. Such notice shall be given by personal delivery, facsimile, electronic mail, overnight or registered mail, addressed to the consignee named on the bill of lading unless otherwise indicated in the shipping documents or individual contract. If the Goods are not removed before the end of the notice period, Warehouseman may sell them pursuant to state or other applicable law.
- (d) 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 Section 3(c), Warehouseman may specify in the notification any reasonable shorter time for removal of the Goods, and if the Good are not removed, may sell them at public sale held not less than ten days from notification, pursuant to state law or other law then applicable. Warehouseman may arrange appropriate warehousing storage to prevent spoilage at its sole discretion and at Storer's sole expense.
- (e) If, as a result of a quality or condition of the Goods of which Warehouseman had no notice at the time of deposit the Goods are a hazard to other property, the Facility or other persons, Warehouseman may sell the Goods at public or private sale without advertisement or posting on reasonable notification to all persons known to claim an interest in the Goods. If 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, Warehouseman may remove the Goods from the Facility and shall incur no liability by reason of such removal. All costs for transfer and disposition pursuant to this paragraph are for the account of the Storer.

**SECTION 3 – INSURANCE, STORAGE RATES, EXPIRATION AND TRANSFERS**

- (a) All charges for storage are on a month to month basis unless otherwise provided. Charges for any particular lot shall begin at the receipt of the first unit of that particular lot by Warehouseman and shall continue and include the storage month during which the last unit of the particular lot is delivered. Charges shall be made on the basis of the maximum number of units in any particular lot in store as of the first day of a storage month. All charges for storage are due on the first day of a storage month and all other charges are due when incurred.
- (b) Instructions to release/transfer goods are not effective until delivered to and accepted by Warehouseman, and all charges up to the time of transfer have been paid. If a transfer involves rehandling the goods, it will be subject to an additional charge. When Goods in storage are transferred from the account of one party to another, all charges up to the date the instructions are accepted by Warehouseman shall be for the account of the transferor, and a lien for any unpaid charges shall attach to the transferred Goods and any other Goods retained by Warehouseman for transferor's account. Warehouseman may require the transferee to acknowledge such lien rights.
- (c) Warehouseman reserves the right to move Goods from Warehouseman's terminal and/or warehouse to any other Facility, at its own expense, and upon notice to the Storer and to the last known holder of the negotiable warehouse receipt. Warehouseman reserves the right to move the Goods within the marine terminal facility, without notice to Storer.
- (d) The storage rates are set forth on the front of this Warehouse Receipt (or elsewhere, i.e. Warehouseman Tariff, or individual agreement). When rates are quoted by weight, they will be computed on gross weight unless otherwise specified, and 2.204 pounds shall constitute a metric ton.
- (e) No increase in charges within the direct control of Warehouseman will be made on goods that are in storage unless thirty (30) day's advance written notice is given to the Storer or the last known holder of a negotiable warehouse receipt.
- (f) Goods are not insured nor do storage rates include insurance unless so specified in writing.
- (g) If any storage or other charges on any of the goods identified on the reverse hereof, **as well as for like charges or expenses in relation to any other goods or inventory whenever deposited with Warehouseman**, are not paid within thirty (30) days after the same shall become due, Warehouseman may sell the goods identified on the reverse hereof, pursuant to state law or other applicable law then applicable.

**SECTION 4 – HANDLING**

- (a) Handling charges cover the ordinary labor and duties incidental to receiving goods at the warehouse door, and stowing and delivering to the warehouse door, but do not include unloading and loading of cars, vehicles and vessels, unless so specified. Handling charges will be billed with the storage for the first month.
- (b) Goods received or delivered during other than usual business hours, at the request of a Storer, will be subject to an additional charge.

**SECTION 5 – CAR UNLOADING AND LOADING**

- (a) Charges for unloading or loading cars include use of switch track, labor required to or from warehouse door, and billing of car.
- (b) Dunnage, fastenings and labor supplied by Warehouseman and used in loading out cars are chargeable to the Storer.
- (c) Any additional cost incurred by Warehouseman and used in unloading cars containing damaged goods is chargeable to the Storer.
- (d) Warehouseman shall not be responsible for demurrage, or detention, or for delays in unloading inbound cars, nor for delays in obtaining cars for outbound shipments, except to the extent such demurrage or delays are solely due to Warehouseman's failure to exercise due care and diligence. Storer shall be liable for all such demurrage, detention and delay.

**SECTION 6 – DELIVERY REQUIREMENTS**

- (a) No goods shall be delivered or transferred except upon receipt by Warehouseman of complete written instructions issued by Storer, provided all charges have been paid in full. Written instructions may be transmitted by, but are not limited to, facsimile, email, EDI or similar communication, provided that Warehouseman shall have no liability when relying on the information contained in the communication as received. Goods may be delivered upon verbal instruction (telephone or in person) in accordance with Storer's prior written authorization, however Warehouseman shall not be responsible for loss or error occasioned thereby.
- (b) When a negotiable receipt has been issued, no goods covered by that receipt shall be delivered, released or transferred by Warehouseman, unless the receipt, properly endorsed, is surrendered for cancellation, or for endorsement of partial delivery thereon.
- (c) When goods are ordered out, a reasonable time period shall be given to Warehouseman to carry out the instructions, and if Warehouseman is unable to comply with the instructions, due to acts of God, war, public enemies, seizure under legal process, strikes, lock outs, riots or civil commotions, or for any causes beyond Warehouseman's control, or because of loss or damage to Goods for which Warehouseman is not liable, Warehouseman shall not be liable for failure to carry out such instructions and Goods will be subject to regular storage charges. If Warehouseman has given notice in accordance with the provisions of Section 2c and is unable to effect delivery before the expiring

storage date, the goods shall be subject to storage charges only for that part of the month during which the goods remain in store.

**SECTION 7 – BONDED STORES**

- (a) A charge in addition to regular rates will be made for merchandise in bond.
- (b) Warehouseman shall have no liability for Goods seized or removed by U.S. Customs.

**SECTION 8 – MINIMUM CHARGES**

A minimum charge will be assessed for storage, handling and other services. This charge will apply to each account when one customer has several accounts, each requiring separate records and billing.

**SECTION 9 – SPECIAL SERVICES**

- (a) Extra service in the interest of Storer, including, but not limited to, special warehouse space, material, drayage, repairing, cooping, sampling, weighing, repiling, inspection, physical warehouse checking, compiling stock statements, collections, revenue stamps, All reporting marked weight or numbers, handling railroad expense bills, etc. are chargeable to the Storer.
- (b) Inventory statements submitted in duplicate by the Storer will be checked with the books of Warehouseman without charge.
- (c) Special services include, but are not limited to, marking, tagging, billing, procuring and forwarding bill of lading and are chargeable to the Storer.
- (d) Freight and other disbursements made on behalf of the Storer are due and payable on demand and shall be subject to interest from the date billed by Warehouseman.
- (e) Storer's, including holders of negotiable receipts, may, subject to insurance regulations and reasonable limitations, have access to their goods in store, when accompanied by a Warehouseman employee whose time is chargeable to the Storer.
- (f) In the event of damaged or threatened damage to the Goods, Storer shall pay all reasonable and necessary costs of protecting and preserving the Goods.

**SECTION 10 – LIABILITY**

- (a) Warehouseman shall not be liable for any loss or damage to goods tendered, stored or handled, however caused, unless such loss or damage resulted from Warehouseman's failure to exercise reasonable care with regard to the Goods that a reasonably careful person would exercise under similar circumstances. Unless otherwise agreed in writing, Warehouseman is not liable for damages that could not have been avoided by the exercise of reasonable care. Nothing in these terms and conditions is intended to relieve Warehouseman of its obligation to exercise reasonable care with respect to the Goods.
- (b) All Goods are stored at Storer's risk of loss. Loss, delay or damage by acts of God, civil or military authority, insurrection, riot, strikes, lockouts, or enemies of the government, or by accidental or providential causes (except to the extent such damage is caused by the negligence or intentional acts or omissions of Warehouseman, its agents, servants, employees or contractors) shall be borne solely by Storer. No responsibility will be assumed by Warehouseman for loss in weight, for breakage, or for insufficient cooerage, boxing, crating, or packing, or for wear and tear, nor shall Warehouseman be held responsible for loss of merchandise by leakage, or through failure to detect same, or for concealed damage. All storage and labor charges on goods lost or damaged by any of the above causes must be paid by the Storer.
- (c) **GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST LOSS OR DAMAGE HOWEVER CAUSED. CHARGES ASSESSED HEREUNDER DO NOT INCLUDE ANY INSURANCE COVERAGE FOR GOODS.**
- (d) Perishable goods, or goods which are susceptible to damage through temperature changes or other causes incident to general storage, are accepted in general storage only at Storer's direction and Storer assumes such damages as might result from general storage conditions.
- (e) Storer warrants that all chilled or frozen Goods will be tendered with a uniform core temperature below that at which the Goods are to be stored. Warehouseman may assess an additional charge when Goods, designated for freezer storage, are received at temperatures above +5 degrees Fahrenheit; provided that Warehouseman shall not be responsible for blast freezing the Goods but rather only for maintaining the ambient temperature in the Facility, unless specifically agreed in writing.
- (f) **LIMITATION OF LIABILITY:** No goods are accepted unless insured by Storer against loss by fire, theft, water damage or contamination. Storer hereby agrees, for himself and such insurance carrier, to release and waive all claims against Warehouseman and does hereby quitclaim and release all such claims for reimbursement and subrogation arising out of such perils. **In no case shall Warehouseman be liable for a sum in excess of the monthly storage rate multiplied by 50, unless the shipper, consignee or cargo owner declares a higher value when cargo is tendered to Warehouseman or within a reasonable time thereafter (not to exceed seven (7) days after receipt hereof), and pays a correspondingly higher rate of storage, to be quoted upon request. If a higher value is declared on the front page of this Warehouse Receipt and premium paid, and if Warehouseman has expressly agreed to same, Warehouseman shall be responsible for such damage only to the extent of the lesser of: 1) the higher value or 2) the actual cost to repair, replace, or restore the Goods.**
- (g) **Liability for Consequential Damages:** Warehouseman shall not be liable for any special, indirect, or consequential damages of any kind whatsoever and however arising, including but not limited to loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable by any person or entity.
- (h) **Mysterious Disappearance:** Warehouseman shall be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods, subject to the maximum liability specified in Section 10(f), only if Storer establishes such loss occurred because of Warehouseman's failure to exercise failure to exercise reasonable care with regard to the Goods that a reasonably careful person would exercise under similar circumstances. Any presumption of conversion imposed by law shall not apply to such loss and a claim of conversion must be established by affirmative evidence that Warehouseman converted the Goods to its own use.

**SECTION 11 – INDEMNITY.**

Storer shall indemnify, defend, and hold harmless Warehouseman, its employees, agents, affiliates, successors, and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention or related charges and attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Warehouse Receipt and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to, arising out of or resulting from any claim of a third party arising out of or occurring in connection with any services provided by Warehouseman.

**SECTION 12 – NOTICE OF CLAIM AND FILING OF SUIT**

Claims for losses and/or damage to cargo or Goods identified in this Warehouse Receipt must be made in writing within thirty (30) days after delivery of Goods or, in the case of non--delivery, thirty (30) days after Storer receives notice or has knowledge of loss. No action may be maintained by depositor or others against Warehouseman for loss or injury to Goods stored unless timely written claim has been given as provided herein. No legal action may be maintained by Storer or others against Warehouseman unless such legal action is commenced within one year after Storer or the last known holder of a negotiable warehouse receipt is notified, or has knowledge that loss or injury to part or all of the Goods has occurred, whichever time is shorter. **FAILURE TO PROVIDE TIMELY WRITTEN NOTICE REQUIRED BY THIS PARAGRAPH, OR TO COMMENCE LEGAL ACTION WITHIN THE ONE YEAR PERIOD SHALL BAR STORER AND ALL OTHERS FROM COMMENCING LEGAL ACTION AGAINST WAREHOUSEMAN.**

**SECTION 13 – MODIFICATION**

This is a contract between the parties. Any modification of this contract or any term or condition herein shall be unenforceable unless evidenced in writing and signed by Warehouseman and Storer.

**SECTION 14 – CHOICE OF LAW/VENUE FOR SUIT**

This agreement shall be governed by and construed in accordance with the laws of the state in which Goods are stored and/or the Carriage of Goods by Sea Act, 46 U.S.C. § 30701 et seq (COGSA), as applicable. Any action to enforce or interpret the terms of this agreement shall be brought in the United States District Court for the District in which the Goods are stored.

**SECTION 15 – ELECTRONIC SIGNATURE**

An electronic signature may be used on the Warehouse receipt which shall be treated as an original signature hereunder.