

STANDARD TERMS AND CONDITIONS

Section 1: Tender for Storage

1. Goods will be received for general storage only. Refrigerated and freezer facilities are not available. Goods which are subject to damage through temperature or humidity changes or other causes incident to general storage will be received at Depositor's risk.
2. All goods for storage shall be delivered at the warehouse properly marked and packed for 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 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.
3. The word "lot" as used herein means the unit or units of goods for which a separate account is to be kept by the warehouse man. Delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge.
4. The Warehouseman undertakes to store and deliver goods only in the packages in which they are originally received.
5. Depositor agrees not to name Warehouseman as consignee on shipments to warehouse, and Depositor agrees to hold harmless and indemnify Warehouseman for transportation charges associated with such shipments.

Section 2: Storage Period

6. The Warehouseman shall have the right to terminate this contract upon notice of the expiration of the storage term.
7. All goods are stored 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 that month. When the last day of a final storage month falls on Sunday or a legal holiday, the storage month shall be deemed to expire on the next succeeding business day.
8. Except where other procedure is provided by law, the Warehouseman may upon written notice to the Depositor of record and to any other person known by the Warehouseman to claim an interest in the goods, require the removal of any goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or by registered letter addressed to the last known place of business or abode of the person to be notified.
9. When goods in storage are transferred from one party to another through issuance of new warehouse receipt, a new storage date is established on the date of transfer.

10. The Warehouseman reserves the right to move, at his own expense of transfer, and upon notice sent by registered mail to the Depositor of record, any goods in storage from any room of the warehouse in which they may be stored to any other rooms or warehouses, but if such Depositor or holder takes delivery of his goods in lieu of transfer, no storage charges shall be made for the current storage month.
11. In case of accident to the plant, premises, or machinery of Warehouseman, or if for any reason it shall be deemed by Warehouseman to be unsafe or inexpedient to continue the storage of the goods herein described, Warehouseman may terminate this bailment by notifying Depositor of such termination, and requiring the immediate removal of such goods. Depositor agrees that within forty-eight (48) hours after the receipt of such notice he will pay all charges and remove said goods, failing in which, and at the expiration of said forty-eight (48) hours, the liability of Warehouseman from any cause whatever shall cease.
12. If at any time during this bailment, the goods herein described shall be, in the opinion of Warehouseman in condition dangerous or prejudicial to other goods in storage in his warehouse, or for any other reason are unfit for further storage therein, Warehouseman may terminate this bailment at once by notifying Depositor to remove such goods. Within three (3) days thereafter Depositor agrees to pay all charges due and to remove such goods, and Warehouseman shall be released from all claims for damages.
13. A Depositor whose lots exceed 10,000 feet of storage capacity at any point in time, triggers a requirement that storage requirements may be reduced at the rate of no more than 15% per month. To the extent goods are removed at a faster rate, charges will be assessed at the rate as if goods had been removed pursuant to this provision.

Section 3: Storage Rates

14. 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 in store 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 during a storage month. All charges for storage are in advance and due on the first day of a storage month and all other charges are due when incurred. Any claim for an overcharge of storage rates and extra services (see Section 9) must be filed within one hundred eighty (180) days of the original billing. Any claim for overcharge not filed within one hundred eighty (180) days shall be deemed waived.
15. All charges for storage are on a calendar month basis and will apply as follows: Goods received prior to the 16th of the month will be assessed one month's storage; goods received the 16th or after will be assessed one-half month's storage charge to cover the period from date of receipt to and including the last day of the calendar month in which goods are received.

16. Warehouseman shall have a lien valid against the person demanding the goods may refuse to deliver the goods to him until the lien is satisfied.
17. When rates are quoted by weight they will, unless otherwise specified, be computed on gross weight and 2,000 pounds shall constitute a ton.
18. In all proceedings to satisfy Warehouseman's lien, such lien may be deemed to have been acquired, and the sale to satisfy the same may be held, at the warehouse in which said goods are stored, and publication of notice of such sale, whenever requisite, may be made in any newspaper of general circulation in the city or county in which said warehouse is situated, and the person entitled to said goods at the time of the original issuance of this Receipt, at the option of the Warehouseman, shall be deemed to be the person on whose account said goods are held, notwithstanding the transfer of this Receipt, unless the transferee shall have notified Warehouseman in writing of such transfer and of his address, in which case said transferee (or if there be more than one such transfer, then the last of such transferees who shall have given such notice), shall be deemed to be the person on whose account said goods are held and the failure by any transferee to so notify said Warehouseman shall constitute a waiver, as to him, of any and all demands, notices, and requirements connected with such sale.

Section 4: Handling

19. Handling charges cover the ordinary labor and duties incidental to receiving goods at warehouse door, storing and delivering to warehouse door, but do not include unloading or loading of cars, trailers, vehicles or vessels, unless so specified. Handling charges will be billed with the storage for the first month.
20. Goods, at the request of a Depositor, received or delivered during other than usual business hours will be subject to an additional charge.
21. The Warehouseman, unless he has failed to exercise due care and diligence, shall not be responsible for demurrage, nor for delays in unloading inbound cars/trailers, nor for delays in obtaining cars/trailers for outbound shipments.

Section 5: Unloading and Loading

22. Charges for unloading or loading of rail cars include use of a switch track, labor required to or from warehouse door. Any additional costs incurred by Warehouseman in unloading cars containing damaged goods are charged to the Depositor.
23. Depositor understands that Warehouseman's ability to load and unload rail cars in complicated by rail schedules. Requests to unload and load numerous cars at one time may result in logistical delays and demurrage or detention charges to Depositor.

Warehouseman is not responsible for detention charges or demurrage resulting from the railroad's delivery or pickup schedules.

24. Depositor may request that goods be left on containers, trailers or railcars and not moved into permanent storage facilities. Warehousemen agrees to allow such arrangements as an accommodation to Depositor. Depositor remains solely liable for any resulting detention or demurrage charges. Depositor also understands that such arrangements create a higher risk of loss or damage. **WAREHOUSEMAN SHALL NOT BE LIABLE FOR LOSS OR DAMAGE OCCURRING UNDER SUCH AN ARRANGEMENT.**

Section 6: Delivery Requirements

25. No goods shall be delivered or transferred except upon receipt by the Warehouseman of complete instructions properly signed by the Depositor. At the option of the Warehouseman, goods may be delivered upon instructions by telephone, subject to written confirmation, but the Warehouseman shall not be held responsible for loss or error occasioned thereby.
26. When a negotiable receipt has been issued no goods covered by that receipt shall be delivered or transferred on the books of the Warehouseman unless the receipt, properly endorsed, is surrendered for cancellation, or for endorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of goods may be made only upon order of a court of competent jurisdiction and giving of a bond with sufficient sureties to be approved by the court.
27. When goods are ordered out, a reasonable time shall be given the Warehouseman to carry out instructions, and if he is unable due to causes beyond his control, to effect delivery before expiring storage dates, the goods will be subject to charges for another storage month, except when the Warehouseman has given notice in accordance with the provisions of Section 2, or because of fire, acts of God, war, public enemies, seizure under legal process, strike or lockouts, riots or civil commotions, if he is unable, due to causes beyond his control 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.
28. Warehouseman will not be responsible for misdeliveries made in good faith reliance on orders given by ostensible or alleged agents, representatives, or employees of Depositor when such deliveries are directly or indirectly induced, whether wholly or in part, by negligence, laches, or loose practice on the part of Depositor.

Section 7: Bonded Stores (not applicable)

Section 8: Minimum Charges

29. This receipt is subject to minimum charges.

Section 9: Extra Services

30. The following services are extra service and not included within the basic storage rates.
- a. Warehouse labor required for services other than ordinary handling and storage.
 - b. Special warehouse space, material, drayage, repairing, coopering, sampling, weighing, repiling, inspection, physical warehouse checking, compiling stock statements, collections, revenue stamps, reporting marked weights or numbers, handling railroad expense bill, etc.
 - c. Dunnage and fastenings supplied by the Warehouseman and used in loading out cars/trailers are chargeable to the Depositor.
 - d. Stock statements submitted in duplicate by the Depositor will be checked with the books of the Warehouseman without charge.
 - e. Shipping includes marking, tagging, billing, procuring and forwarding bills of lading and is chargeable to the Depositor.
 - f. Freight and other disbursements made on behalf of the Depositor are due and payable on demand and subject to interest from date billed by the Warehouseman.
 - g. Depositors, including holders of negotiable receipts, may, subject to insurance regulations and reasonable limitations, have access to their goods in store when accompanied by a warehouse employee whose time is chargeable to the Depositor.
31. Warehouseman will not be responsible for any special service not expressly undertaken by him in writing.
32. Drayage services may be provided by ATS Intermodal or other contractors. Shipments of more than 47,000 pounds will be assessed charges for excessive weight. ATS Intermodal's terms and conditions are found at www.atsinc.net/contracts.htm

Section 10: Responsibility for Loss

33. Warehouseman is not responsible for loss or damage caused by acts of God, fires, frost or change of weather, civil or military authority, riots, strikes, insurrections, sprinkler leakage, flood, wind, storm, moths, corruption, or from inherent or perishable qualities of the merchandise, or other causes beyond his control; and is not responsible for loss or damage caused by leakage, pilferage, ratage, theft, vermin, or water, unless such loss or damage be caused by the failure of the Warehouseman to exercise the ordinary care and diligence required of him by law. No responsibility will be assumed for loss in weight, for breakage, or for insufficient cooperage, boxing, crating or packing, or for wear and tear. A Warehouseman shall not be held responsible for loss of goods by leakage or through failure to detect same or for concealed damage. All storage and handling charges must be paid on goods lost or damaged by any of the above causes.
34. Liability shall be for actual loss but in no event shall liability exceed twenty-five (25) cents per pound unless a higher value is declared in writing and a rate paid based on the excess value. This limitation shall not apply in the event Warehouseman converts the

goods to his own use. Depositor may declare in writing a higher value than the amount stated in this section, and pay an additional charge as provided in the schedule, but for the purpose of fixing the maximum limit of the Warehouseman's liability for loss or damage, the value of the goods shall in no event be deemed to exceed their actual value.

35. Claims for loss or damage must be presented in writing within ninety (90) days. No action may be maintained by the Depositor unless a timely written claim has been submitted and such action is filed within twelve (12) months of delivery, or within twelve (12) months of notice of damage, if no delivery has occurred. Notice when goods have not been delivered shall be by fax or regular mail to the address on this receipt.

36. Goods may not be insured nor do storage rates include insurance unless so specified in writing or required by law

37. Warehouseman shall not be liable for consequential or special damages.

Transfers of merchandise are NOT COMPLETE unless made on the books of the Warehouse.

These goods may be delivered upon written order without surrender of this Receipt.

EXTRA SERVICES ADDENDUM

Item	Charge
Bill of Lading, Each	
Warehouse Receipt, Each	
Photographs, Each	
Transfer (documentation only)	
Transfer	
Segregation	
Recoupment	
Sampling	
Packing List	
Shipping Piece Goods	
Labeling of Cargo	
Palletize	
OS&D report	
Minimum Handling Out	
Minimum Handling In	
Minimum Storage Per Month	