

**Terms and Conditions of the Warehouse Receipt of
AMBER FREIGHT SHIPPING LINES**

TENDER FOR STORAGE Sec 1. (a) All goods for storage shall be delivered at the warehouse properly marked and packed for handling. The storer 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. (b) The word "lot" as used herein means the unit or units of goods for which a separate account is to be kept by the warehouseman. Delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge. (c) No responsibility will be assumed for deficient cooerage, boxing, crating, car bracing, bagging or packing, or for wear and tear. (d) The warehouseman undertakes to store and deliver goods only in the packages in which they are originally received. If fungible, they may be mingled. **STORAGE PERIOD** Sec. 2 (a) All goods are stored on a day to day 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. The warehouseman, shall have the right to terminate this contract upon notice at the expiration of any storage term and to reject any additional goods tendered for storage. (b) If the stored goods are perishable, or by keeping will deteriorate in value or by their odor, leakage, inflammability or explosive nature, or for any other reason, creating a condition hazardous, likely to damage or injure, notice will be given to the person in whose name the goods are stored, if possible under the circumstances, to pay all charges or satisfy the lien and remove them from the warehouse. In the event of failure to so remove or if circumstances do not permit, the warehouseman may forthwith remove such stored articles from the warehouse and the storer or party in interest shall be liable for the expense in connection with such removal and the storage charges at the changed location, and the warehouseman shall have such other rights with reference to said property as provided by law. **INSURANCE STORAGE RATES, EXPIRATION AND TRANSFERS** Sec 3 (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 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 due on the first day of a storage month and all other charges are due when incurred. (b) Instruction to transfer goods on the books of the warehouseman is not effective until delivered to and accepted by him and all charges made up to the time of transfer shall be paid by the storer of record making the transfer. If a transfer involves re-handling the goods, it will be subject to a charge. (c) The warehouseman reserves the right to move at his own expense, any or all of the goods specified on this receipt from any part of the warehouse in which they may be stored to any other part or other warehouse upon reasonable notice, which at the option of the warehouseman shall not exceed forty-eight (48) hours, personally or by

control, are to be excused and the delay caused by one or more of the foregoing shall not be considered a part of the reasonable time allowed to the warehouseman to carry out and make delivery after goods are ordered by the storer.

BONDED STORES Sec 7. (a) A charge in addition to regular rates will be made for merchandise in bond. (b) Where a warehouse receipt covers goods in U.S. Customs Bond, such receipt shall be void after three years from the date of importation of the goods covered by the receipt. The arehouseman shall not be responsible or liable for any seizure of such goods by the United States Government or any agency or officer thereof for any reason whatsoever or by any other Governmental agency, Federal, State or Local. **MINIMUM CHARGES** Sec. 8 (a) A minimum charge will be assessed for storage, handling and other services. **EXTRA SERVICE** Sec 9 (a) Extra services in the interest of the storer, such as special warehouse space, material, drayage, repairing, coopering, sampling, weighing, re-pilling, inspection, physical warehouse checking, compiling stock statements, collections, revenue stamps, reporting marked-weights or numbers, handling railroad expense bills, etc. are chargeable to the storer. (b) Stock statements submitted in duplicate by the storer will be checked with the books of the warehouseman without charge. (c) Shipping includes marking, tagging, billing, procuring and forwarding bills of lading and is chargeable to the storer. (d) Freight and other disbursements made on behalf of the storer are due and payable on demand and subject to interest from date billed by the ware-houseman. (e) Storers 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 storer. **LIABILITY** Sec. 10. (a) The responsibility of a warehouseman in the absence of written provisions is the reasonable care and diligence required by law. (b) Goods specified on this receipt are accepted for general merchandise storage only and the warehouseman shall not be liable for any loss, deterioration, damage, evaporation, shrinkage or change of color brought about by any cause such as, but not limited to a change in temperature or humidity through the process of cooling, storing, or removing of the merchandise from the storage rooms. (c) The warehouseman reserves the right to inspect any property at any time, either in the storage rooms or on the receiving platforms. Such right of inspection, however shall not place upon the warehouseman any duty to make an inspection, nor shall the fact that an inspection was made impose any duty or liability on the warehouseman to report to the owner the condition of the goods inspected. (d) The warehouseman reserves the right to relocate, rehandle, repile, or transfer to any other warehouse any merchandise specified hereon that may cause damage or expense of any nature either to the warehouseman or any storer and to charge the storer of such goods any costs or expenses incident thereto, without notification to the storer of record. (e) The warehouseman shall not be liable for damages caused by invasion, bombardment, acts of God, strikes, acts of war, seizure under legal process, labor stoppages, labor shortages (where labor shortages are due to no negligent act on the part of the warehouseman), labor controversies, picketing or interference by labor protests in whatever manner, lockouts, riots or civil commotion's, forcible entry or any other causes which are beyond the control of the

registered mail or by telegram to the storer of record. Such storer or owner of the goods may take delivery prior to the expiring of the notice, in lieu of such change of location, in which case no storage charges on such goods shall be made for the current storage month. (d) When rates are quoted by weight they will, unless otherwise specified, be computed on gross weight and 2,000 pounds shall constitute a ton. (e) Goods are not insured nor do storage rates include insurance unless so specified in writing. **HANDLING** Sec. 4 (a) Handling charges cover the ordinary labor and duties incident to receiving goods at warehouse door, stowing and delivering to warehouse door, but do not include unloading or loading of cars, vehicles, or vessels unless so specified. Handling charges in connection with arrival and withdrawal of goods may, at the option of the warehouseman, be billed with the storage for the last month. (b) Goods, at the request of a storer, received or delivered during other than usual business hours will be subject to an additional charge. (c) In the event that a rate covering the goods hereon listed is specified for handling in and out of the warehouse, it is understood that said rate was based on the labor cost of the warehouseman at the time the goods were received and in the event that such labor cost increases between the time of receipt and delivery of the merchandise, the said labor or handling charge shall be subject to revision to cover such current handling costs regardless to whether it has been already paid to the warehouseman. **VEHICLE UNLOADING AND LOADING** Sec. 5 (a) Charges for unloading or loading of vehicles. (b) Dunnage, fastenings and all other materials, supplied by the warehouseman and work in loading out vehicles, are chargeable to the storer. (c) Any additional costs incurred by the warehouseman in unloading vehicles containing damaged goods are chargeable to the storer. (d) The warehouseman, unless he has failed to exercise due care and diligence, shall not be responsible for demurrage, nor for delays in unloading inbound vehicles, nor for delays in obtaining vehicles for outbound shipments, or for delays in loading outbound shipments. **DELIVERY REQUIREMENTS** Sec 6. (a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions property signed by the storer. (b) 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. (c) When a warehouse receipt is designated as being non-negotiable, then the property for which same is given may be delivered to the storer, or to any other specified person without its return or cancellation. (d) When goods are ordered out, a reasonable time shall be given to 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 Sec. 3c. Delays in delivery because of fire, acts of God, war, public enemies, invasion, bombardment, seizure under legal process, strikes, labor stoppages, labor shortages (where labor shortages are due to no negligent act on the part of the warehouseman), labor controversies, picketing or interference by labor protests in whatever manner, lockouts, riots or civil commissions, and generally without limitation by virtue of the aforesaid specific reasons for any cause beyond the warehouseman's

warehouseman. (f) Liability, whether through acts or omissions of the warehouseman or any other agency, resulting in loss of theft, misdelivery, or damage to or destruction of goods stored, shall be limited to the actual valuation of the goods stored, but in no case shall the liability exceed \$0.50/lb. per pound of goods stored, unless a valuation in excess \$0.50/lb. per pound (maximum \$500) of goods stored is declared by the storer in writing at the time the goods are stored, in which case the storage charges will be the basic daily charge plus one (1%) per cent per month on the actual valuation, plus a duty if any, provided, however, that in any case the liability of the warehouseman shall be limited to the actual value of the goods stored. (g) Written claim for damages because of loss or other damage to goods stored shall be made to the warehouseman within seventy-two (72) hours from the time of discovery of or knowledge by the storer of loss, theft, misdelivery, or damage to goods stored. The warehouseman shall not be liable for loss of, theft, misdelivery, or damage to goods stored if no such claim is made within the time so limited. (h) Suits shall be instituted only within One (1) year after the date when notice in writing is given by the warehouseman to the storer that the warehouseman has disallowed the claim or any part or parts thereof, but in no event shall suit be instituted after two (2) years from the date the loss or damage occurred or originated. (I) If the building wherein the said goods are stored is protected by automatic sprinklers, then the warehouseman will not be liable in case of water damage from the same, whether as a result of accident or otherwise.

WAREHOUSEMAN'S LIEN Sec. 11. (a) The warehouseman shall have a lien on goods deposited or the proceeds in its hands, for all lawful charges and expenses in relation thereto, and all expenses in connection with the sale where a default has been made in satisfying its lien, and it shall have such lien against all goods, whenever deposited, belonging to the person who is liable as debtor for the claims to secure which the lien is asserted, and all other rights accrued to warehouseman by virtue of the common law, or under any applicable statute. **GENERAL** Sec. 12. (a) The provisions, terms and conditions contained on this entire warehouse receipt (both sides) constitute the contract, except rates other than those set forth on the face thereof, between the parties hereto, and are agreed by the parties hereto to be in addition and not in lieu of such other rights, privileges, benefits and liens that the warehouseman may be entitled to by virtue of any relevant, common or statutory law. (b) If any section or portion of this contract is held by any court having jurisdiction to be illegal or unenforceable it shall not effect the legality or enforceability of the remaining provisions, terms and conditions hereon, in any right lien or remedy the warehouseman may have by virtue of any law or statute.

SCHEDULE OF CHARGES -0 Sec. 13. Whenever provision is made in these Standard Contract Terms and Conditions for a charge or charges by the warehouseman, such charge or charges will conform to the warehouseman's tariff in effect at the time the charge accrues or the service is performed, except that no increase in charges within the direct control of the warehouseman will be made on goods that are in storage without THIRTY DAY notice mailed to the storer of record or the last known holder of a negotiable warehouse receipt.