

TERMS & CONDITIONS OF SERVICE

These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer". In the event the Company renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other documents(s) shall govern those services.

1. Definitions.

- (a) "Company" shall mean BGI Worldwide Logistics, Inc. as well as its respective subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Company as agent.

The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor

3. Limitation of Actions.

- (a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.
- (b) All suits against Company must be filed and properly served on Company as follows:
- (i) For claims arising out of ocean transportation, within one (1) year from the date of the loss;
- (ii) For claims arising out of air transportation, within two (2) years from the date of the loss;
- (iii) For claims arising out of the preparation and/or submission of an import entry(s), within seventy-five (75) days from the date of liquidation of the entry(s);
- (iv) For any and all other claims of any other type, within two (2) years from the date of the loss or damage.

4. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer.

6. Reliance on Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf;
- (b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.
- (c) Customer acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Company is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Customer in order to provide the certified weight to vessel operators and other providers. The Customer agrees that it shall indemnify and hold the Company harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or incomplete statements of the weight provided by the Customer or its agent or contractor on which the Company relies.

7. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Company will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefor; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

8. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Company is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance.

9. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services;
- (b) Subject to (d) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;
- (c) In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefor, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s).
- (d) In the absence of additional coverage under (c) above, the Company's liability shall be limited to the following:
- (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
- (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less;

(e) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

(f) In no event shall Company be liable or responsible for damages attributable to circumstances of Force Majeure. For purposes of these Terms and Conditions, Force Majeure includes, but is not limited to, Acts of God, acts of the public enemy, assailing thieves, Laws and Regulations, wars or warfare action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, sabotage, tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of Company and that could not have been overcome by the exercise of ordinary diligence. Company shall notify Customer with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and shall provide Customer from time to time with correct information concerning same.

10. Advancing Money.

All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.

The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. Inspection Consent.

Company may, but shall not be obligated to, inspect any shipment. Cargo items tendered for transportation may be subject to security controls by carriers and to other government regulations. The customer expressly agrees and consents to searches / inspections / screenings of all cargo in accordance with applicable security controls, initiatives and regulations, including, but not limited to, the regulations of the U.S. Transportation and Security Administration.

13. C.O.D. or Cash Collect Shipments.

Company shall use reasonable care regarding written instructions relating to "Cash/Collect" or "Deliver (C.O.D.)*" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment.

14. Forfeiture of Discounts and Costs of Collection.

All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

15. General Lien and Right to Sell Customer's Property.

- (a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- (b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.
- (c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

16. No Duty to Maintain Records for Customer.

Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §§1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

17. Obtaining Binding Rulings, Filing Protests, etc.

Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

18. Preparation and Issuance of Bills of Lading.

Where Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Company shall rely upon and use the cargo weight supplied by Customer.

19. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

20. Compensation of Company.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of the Company for its services. The Company's charges may be reversed to the responsible parties if a shipment is refused or payment is not made by the original bill-to party. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

21. Severability.

In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

22. Governing Law; Consent to Jurisdiction and Venue.

These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principles of conflict of law. All disputes arising hereunder shall be resolved in the state of California, city of Los Angeles, and at no other place.

-Customer and Company

- (a) irrevocably consent to the jurisdiction of the United States District Court for the Central District of California and the State courts of California located in the city of Los Angeles;
- (b) agree that any action relating to the services performed by Company, shall only be brought in said courts;
- (c) consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.

WAREHOUSE TERMS AND CONDITIONS

DEFINITIONS:

Except as otherwise designated on the face hereof, the terms "the warehouseman," "the warehouse company" and "company" mean BGI Worldwide Logistics, Inc., its subsidiaries, related companies, agents, subcontractors and/or representatives. The term "depositor" means the shipper, consignee, owner of the goods or its agents, including, but not limited to, motor carriers, motor freight brokers and draymen and/or any entity that places or maintains a chassis/trailer pool at the warehouseman's facility identified in this warehouse receipt. The term "equipment" means any chassis, container, trailer, or tractor. The term "goods" means the merchandise, cargo or freight tendered for storage by the depositor and identified on the face of this warehouse receipt. The term "yard storage" means the placement of containers or trailers, with or without tractors, empty or loaded with merchandise, secured or unsecured, in the yard of the warehouseman for the benefit of the depositor and/or the depositor's goods.

ACCEPTANCE - Sec. 1

(a) This contract and rate quotation, including accessorial charges endorsed on or attached hereto, is effective upon receipt of goods by warehouse company into its warehouse facility or upon written acceptance by depositor, whichever occurs first.

(b) In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the inception date without prior written acceptance by the depositor as provided in sub-paragraph (a) of this section, the warehouseman may refuse to accept such goods. If the warehouseman accepts such goods, the depositor agrees to rates and charges as may be assigned and invoiced by the warehouseman and to all terms of this contract.

(c) This contract may be canceled by either party upon 30 days' written notice and is canceled if no storage or other services are performed under this contract for a period of 90 days.

SHIPPING - Sec. 2

The depositor shall not designate the warehouseman to be the consignee for any goods under any bill of lading, waybill, air waybill, or any other transportation contract. If, in violation of this agreement, goods are shipped to the warehouseman as named consignee, the depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, that warehouseman named as consignee is a warehouseman and has no beneficial title or interest in such goods and the depositor further agrees to indemnify and hold harmless the warehouseman from any and all claims for unpaid transportation charges, including undercharges, demurrage, detention or charges of any nature, in connection with goods so shipped. The depositor further agrees that if it fails to notify carrier as required by the preceding sentence, the warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of any nature to, or related to, such goods.

TENDER FOR STORAGE - Sec. 3

All goods for storage shall be delivered at the warehouse properly marked and packaged for handling. At the time of such delivery, or prior thereto, the depositor shall furnish to the warehouseman a manifest showing marks, brands, or sizes to be kept and accounted for separately, and the class of storage and other services desired.

STORAGE PERIOD AND CHARGES - Sec. 4

(a) All charges for storage are per package or other agreed unit, per month.

(b) Storage charges commence upon the date that warehouseman accepts care, custody and control of the goods, regardless of the unloading date or the date of issue of a warehouse receipt.

(c) Except as provided in sub-paragraph (d) of this section, a full month's storage charge will apply on all goods received between the first and the fifteenth, inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the sixteenth and the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all goods in storage on the first day of the next and succeeding calendar months. All storage charges are due and payable on the first day of storage for the initial month and thereafter on the first day of the calendar month.

(d) When mutually agreed by the warehouseman and the depositor, 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 months. All storage charges are due and payable on the first day of the storage month.

TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS & LIEN BY WAREHOUSEMAN - Sec. 5

(a) Instructions to transfer goods to the warehouseman are not effective until delivered to and accepted by the warehouseman, and all charges up to the time transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the goods, such rehandling will be subject to a charge. When goods in storage are transferred from one party to another through issuance of a new warehouse receipt, a new storage date is established on the date of transfer.

(b) The warehouseman reserves the right to move, at his expense, fourteen days after notice is sent by certified or registered mail to the depositor of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses. But if such depositor or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman will store the goods at, and may without notice move the goods within and between, any one or more of the warehouse buildings that comprise the warehouse complex identified on the front of this warehouse receipt.

(c) The warehouseman may, upon written notice to the depositor of record and 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 to the last known place of business or residence of the person to be notified. If goods are not removed before the end of the next succeeding storage month, the warehouseman may sell them in accordance with applicable law.

(d) If the warehouseman in good faith believes that the goods are about to deteriorate or decline in value to less than the amount of the warehouseman's then current and otherwise outstanding warehouse or other charges before the end of the next succeeding storage month, the warehouseman may specify in the notification any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law.

(e) If, as a result of a quality or condition of the goods of which the warehouseman had no notice at the time of deposit or to which the goods have deteriorated and the goods are a hazard to other property or to the warehouse or to any persons in the warehouseman's sole opinion, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim an interest in the goods. If the warehouseman after a reasonable effort is unable to sell the goods, he 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, the warehouseman may remove the goods from the warehouse and shall incur no liability by reason of such removal.

(f) The warehouseman claims a lien for all lawful charges for storage and preservation of the goods and/or equipment; also, for money advanced, interest, insurance, transportation, labor, weighing, cooping and other charges and expenses in relation to such goods, and for the balance on any other accounts that may be due. The warehouseman also claims a lien under maritime law, if applicable, the Company's bill of lading, if issued, and the Company's "Terms & Conditions of Service," if applicable. The warehouseman reserves the right to exercise its lien rights under the terms of any applicable law and/or agreement between the depositor and the warehouseman. **THE GOODS COVERED BY THIS RECEIPT HAVE NOT BEEN INSURED BY THE WAREHOUSEMAN FOR THE BENEFIT OF THE DEPOSITOR AGAINST FIRE OR ANY OTHER CASUALTY. PROCUREMENT OF SUCH INSURANCE IS THE SOLE RESPONSIBILITY OF THE DEPOSITOR, AT THE DEPOSITOR'S SOLE DISCRETION AND EXPENSE.**

HANDLING - Sec. 6

(a) The handling charge covers the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, and returning goods to the warehouse door. Handling charges are due and payable on receipt of goods.

(b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods, and additional expenses incurred in unloading from or loading into cars or other vehicles not at the warehouse door will be charged to the depositor.

(c) Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor.

(d) When goods are ordered out in quantities less than those in which received, the warehouseman may make an additional charge for each order or each item of an order.

(e) The warehouseman shall not be liable for demurrage or detention, delays in unloading inbound cars, trailers, or other containers, or delays in obtaining and loading cars, trailers, or other containers for outbound shipment unless the warehouseman has failed to exercise reasonable care.

DELIVERY REQUIREMENTS - Sec. 7

(a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, TWX or similar communications, provided the warehouseman has no liability when relying on the information contained in the communication as received. However, when no negotiable receipt is outstanding, goods may be delivered upon instruction by telephone, in accordance with a prior written authorization, but the 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 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 by a court of competent jurisdiction and the posting of security approved by the court as provided by law.

(c) When goods are ordered out, a reasonable time shall be given the warehouseman to carry out instructions, and if he is unable to do so because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouseman's control, or because of the loss or destruction of goods for which warehouseman is not liable, or because of any other excuse or justification provided by law, the warehouseman shall not

be liable for failure to carry out such instructions and goods remaining in storage will continue to be subject to regular storage charges.

EXTRA SERVICES/SPECIAL SERVICES - Sec. 8

(a) Warehouse labor required for services other than ordinary handling and storage will be charged to the depositor.

(b) Special services requested by depositor including, but not limited to, compiling of special stock statements, reporting marked weights, serial numbers or other data from packages, physical checking of goods, and handling transit billing will be subject to a charge.

(c) Damage, bracing, packing materials or other special supplies may be provided to the depositor at a charge in addition to the warehouseman's cost.

(d) By prior arrangement, goods may be received or delivered other than during usual business hours, subject to a charge.

(e) Communication expenses, including postage, teletype, telegram, or telephone will be charged to the depositor if such expenses concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States mail.

BONDED STORAGE - Sec. 9

(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 upon the termination of the storage period fixed by law.

MINIMUM CHARGES - Sec. 10

(a) A minimum handling charge per lot and a minimum storage charge per lot per month will be made. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand, or variety will be made.

(b) A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

LIABILITY AND LIMITATION OF DAMAGES - Sec. 11

(a) The warehouseman shall not be liable for any loss or injury to goods stored, however caused, unless such loss or injury resulted from the failure by the warehouseman to exercise reasonable care and the warehouseman is not liable for damages that could not have been avoided by the exercise of such care.

(b) goods are not insured by the warehouseman against loss or injury, however caused.

(c) **the depositor declares that aggregate damages are limited to \$.50 per lb. not to exceed \$50,000** for all services provided or arranged, provided, however, that such liability may at the time of acceptance of this contract, as provided in section 1, be increased upon depositor's written request on part or all of the goods hereunder in which event an additional monthly charge will be made based upon such increased valuation.

(d) where loss or injury occurs to stored goods, for which the warehouseman is not liable, the depositor shall be responsible for the cost of removing and disposing of such goods and the cost of any environmental clean-up and site remediation resulting from the loss or injury to the goods.

ARBITRATION - Sec. 12

(a) The warehouseman and depositor, on behalf of itself and its heirs, assigns, and/or subrogees, agree that any dispute arising under this Warehouse Receipt shall be submitted to the American Arbitration Association, under its Commercial Arbitration rules then in force, or the Transportation ADR Council, Inc. The parties agree to be bound by the arbitration decision and judgment upon such decision may be entered in any federal or state court of competent jurisdiction in the state of California. Any arbitration shall be held in the state of California, city of Los Angeles, and no other place.

(b) The depositor expressly agrees that the time for commencement of such arbitration proceedings by the depositor against the warehouseman shall be limited to 9 months after date of delivery by the warehouseman or within 9 months after the depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss or injury to part or all of the goods has occurred, whichever time is shorter—all proceedings commenced thereafter being time-barred, however founded.

NOTICE OF CLAIM AND COMMENCEMENT OF ARBITRATION - Sec. 13

(a) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after the depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouseman that loss or injury to part or all of the goods has occurred, whichever time is shorter.

(b) Neither the depositor nor any other person may commence an arbitration against the warehouseman for loss or injury to the goods stored unless timely written claim has been given as provided in sub-paragraph (a) of this section.

(c) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing of a registered or certified letter to the depositor of record or to the last known holder of a negotiable warehouse receipt. Time limitations for presentation of claim in writing and commencing an arbitration after notice begin on the date of mailing of such notice by the warehouseman.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - Sec. 14

The warehouseman shall not be liable for any loss of profit or special, indirect, or consequential damages of any kind whatsoever.

LIABILITY FOR MIS-SHIPMENT - Sec. 15

If the warehouseman negligently misships goods, the warehouseman shall pay the reasonable transportation charges incurred to return the mis-shipped goods to the warehouse. If the consignee fails to return the goods, the warehouseman's maximum liability shall be for the lost or damaged goods, as specified in Section 11 above, and the warehouseman shall have no liability for damages due to the consignee's acceptance or use of the goods, whether such goods be those of the depositor or another.

MYSTERIOUS DISAPPEARANCE - Sec. 16

The warehouseman shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods unless the depositor establishes that such loss occurred because of the warehouseman's failure to exercise the care required of warehouseman under Section 11 above. Any presumption of conversion imposed by law shall not apply to such loss and a claim by the depositor of conversion must be established by affirmative evidence that the warehouseman converted the goods to the warehouseman's own use.

RIGHT TO STORE GOODS - Sec. 17

The depositor represents and warrants that the depositor is lawfully possessed of the goods and has the right and authority to store them with the warehouseman. The depositor agrees to indemnify and hold harmless the warehouseman from all loss, cost and expense, including reasonable attorneys' fees that warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by the warehouseman or others, respecting depositor's right, title or interest in the goods. Such amounts shall be charges in relation to the goods and subject to the warehouseman's lien.

ACCURATE INFORMATION - Sec. 18

The depositor will provide the warehouseman with information concerning the stored goods that is accurate, complete, and sufficient to allow the warehouseman to comply with all laws and regulations concerning the storage, handling, and transporting of the goods. The depositor will indemnify and hold the warehouseman harmless from all loss, cost, penalty and expense, including reasonable attorneys' fees that the warehouseman pays or incurs as a result of depositor failing to fully discharge this obligation.

SEVERABILITY AND WAIVER - Sec. 19

(a) If any provision of this Warehouse Receipt, 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 receipt shall not be affected thereby but shall remain in full force and effect.

(b) The warehouseman's failure to require strict compliance with any provision of the Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Warehouse Receipt.

(c) The provisions of this Warehouse Receipt shall be binding upon the depositor's heirs, executors, successors and assigns. Those provisions contain the sole agreement governing goods stored with the warehouseman, and they cannot be modified except by a writing signed by the warehouseman.

YARD STORAGE - Sec. 20

The liability of the warehouseman for any yard storage of containers or trailers, whether loaded or empty, secured or unsecured, shall be subject to Sections 11, 12, and 13 of this Warehouse Receipt.

CONSTRUCTION OF TERMS AND VENUE - Sec. 21

The terms and conditions of this Warehouse Receipt shall be construed and interpreted under the laws of the State of California, except when a law of the United States, convention, treaty, or other law is otherwise compulsorily applicable. Proper venue is in the state of California, city of Los Angeles, and no other place.

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