

JAS Forwarding (USA), Inc. Warehouse Receipt

DEFINITIONS:

"Warehouseman" means JAS Forwarding, (USA) and any affiliated, subsidiary or subcontracted storage facility. "storer" and/or "storer or record" means the owner, agent, customer of owner or any other party having title or "virtual" title to the goods and who contracts with warehouseman for storage.

TENDER FOR STORAGE:

- A. All goods for storage shall be delivered at the warehouse property 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 and the class of storage desired, otherwise the goods may be stored on bulk of assorted lots, in freezers, coolers or general storage at the discretion of the warehouseman and will be charged accordingly. Warehouseman is not an owner of the goods unless so stated on the reverse side of this receipt.
- 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 the lot shall be made without subsequent sorting of the units unless by special arrangement and subject to charge.
- C. The warehouseman undertakes to store and deliver goods only in the packaging in which they are original received, unless by special arrangement and subject to a charge.

STORAGE PERIOD AND CHARGES:

Unless stored temporarily in conjunction with air or ocean transit covered under a JAS airway or ocean bill of lading, charges shall be assessed as follows:

- A. All goods are stored on a month to month basis unless otherwise agreed prior to commencement of the storage period. Unless otherwise agreed by the warehouseman and the storer, a full month's storage charge will apply on all goods received between the first and fifteenth inclusive of calendar month and one half month's storage charge will apply on all goods received between the sixteenth and the last date inclusive of the month, and a full month's charge will apply to all goods in storage on the first day of the next succeeding calendar month.
- B. Except where another procedure is provided by statute, the warehouseman may, upon written notice to the storer or record and to any other person known by the warehouseman to claim an interest in the goods, require the removal of all or any part of the goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or by registered or certified letter addressed to the last known address of the person to be notified.
- C. In all circumstances where a warehouse receipt is issued, transit shall be deemed to have ceased and the storage of said goods shall be pursuant to the terms of the instant warehouse agreement.

INSURANCE, STORAGE RATES, EXPIRATION AND TRANSFERS:

- A. All charges for storage are on a month to month basis unless otherwise provided. Charges shall be made on the basis of the maximum number of units in any particular lot in storage during the 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 transfer goods on the books of the warehouseman are not effective until delivered to and accepted by said warehouseman, and all charges up to the time transfer is made are chargeable to the storer or record. 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 and upon notice sent registered mail to the storer and/or the last holder of this warehouse receipt(s), any goods in storage from one location in the warehouse to another. If the storer or holder takes delivery of the goods in lieu of transfer, no storage charges shall be made for the current storage month.
- D. If not included with the cost of transportation under a JAS ocean bill of lading or airway bill, storage rates are quoted

subject to JAS published tariff or as agreed, storage charges cover the ordinary labor and duties incidental to receiving goods at the warehouse door, storing and delivering to warehouse door and do not include unloading or loading of cars, vehicles, vessels or aircraft unless otherwise agreed prior to commencement of storage. Further it does not include sorting for distribution, labeling, tagging or any other "distribution" warehouse activity unless otherwise agreed prior to storage. Goods received and/or delivered during other than usual business hours will be subject to an additional charge. Any additional handling charges earned by JAS shall be due and payable as incurred.

- E. **GOODS ARE NOT INSURED FOR THE ACCOUNT OF THE STORER OR HOLDER OF THIS WAREHOUSE RECEIPT(S)** nor do storage rates include insurance unless so specified in writing, on the reverse side of this receipt.

DELIVERY REQUIREMENTS:

- A. Goods will be delivered to the storer or storer of record upon proper request presentation of this warehouse receipt and upon payment of all storage, handling and other charges. Such request must grant a reasonable time for the warehouseman to carry out instructions. If directly due to acts of God, public enemies, seizure under legal process, strikes, riots, civil commotion, the warehouseman is unable to effect delivery before the expiring of the current storage month, the goods will be subject to charges for that part of a storage month that the goods actually remain in storage if the warehouseman for any other reason beyond his control, is unable to effect delivery as requested prior to the end of the storage month; the goods shall incur storage charges for each succeeding month, or part thereof, that they remain in storage.
- B. **WAREHOUSEMAN'S LIEN:** It is agreed that the warehouseman shall have a general lien upon any and all property deposited or hereafter deposited with him. The lien shall secure all storage charges, handling charges incurred by storer and advances made and liability incurred by the warehouseman on the storer's behalf, in the amount specified. All goods delivered for storage upon which storage and/or other charges are unpaid when due the warehouseman reserves the right to sell the goods at public action or private action at the sole discretion of the warehouseman upon proper and due notice to the storer. Storer warrants and represents that it has title to the subject goods, and that upon receipt of notice in accordance with these provisions, said storer will undertake to notify any other parties with a beneficial interest in the subject goods. Storer further warrants, represents and agrees to indemnify and hold harmless warehouseman for any actions brought by any such third parties arising out of storer's breach of said warranties, or failure to pay for storage charges. Any proceeds from such sale shall be used to pay all incurred charges and the balance, if any, shall be returned to the storer. The storer however, remains liable for any deficiency due on his account in the event the proceeds of such sale are insufficient to satisfy the total amount due.

LIABILITY LIMITATIONS OF DAMAGES AND CLAIMS:

- A. The responsibility of the warehouseman, in the absence of any other written provision is that of reasonable care and diligence required by law. The warehouseman shall not be responsible for loss or damage caused by acts of God, fire, insects or rodents, rust, normal wear and tear, leakage, extremes in temperature or ambient moisture, inherent vice, latent defect, loss of market due to delay or any other consequential loss or damage, wars, strikes, riots and civil commotion. Further the warehouseman shall not be responsible for breakage of any fragile items unless packed and/or unpacked by the warehouseman or his employees. In the absence of any visible signs of damage for which the warehouseman is responsible, the warehouseman shall not be responsible for the mechanical operation of any musical instrument, electronic device of any description or of any photographic equipment. Perishables of any description, which susceptible to damage through temperature changes or other causes incidental to general storage, are accepted for general storage at the storer's risk.
- B. It is hereby agreed that goods accepted for temporary storage and subject to carriage under a JAS ocean bill of lading or JAS airway bill shall be subject to all package limitations and other conditions contained in such contracts of carriage in the event of an inconsistency between this receipt and the bill of lading, this receipt shall be precedent (with the exception any package limitation). In the absence of such contract of carriage, it is hereby agreed that the value of goods is hereby released at \$0.50 per pound or the actual cash value of the goods at the time of the loss, whichever is less.
- C. Claims by the storer shall be a condition precedent to the maintenance of any action by storer against warehouseman that any claims by storer be presented in writing within a reasonable time and in no event longer than 30 days after delivery of the goods by the warehouseman, or in the case of non-delivery, within 30 days after the date the goods should have been delivered, or within 30 days after the storer knew or should have known of any claim, whichever period is shortest. Failure to present such timely notice shall operate as a bar to suit, and shall in any event give rise to the presumption of delivery by storer in good order and condition. No action for loss or damage may be maintained by the storer or any other party against the warehouseman unless commenced within 9 months after the date of delivery by the warehouseman or in the case of non-delivery, within 9 months after the date the goods should have been delivered, or after the storer knew or should have known of any claim, whichever period is shortest.
- D. In no event shall the warehouseman be liable or responsible for consequential, indirect, incidental, statutory or punitive damage in excess of the liability limits set forth above and herein, even if warehouseman has been put on notice of the possibility of such damages.

ERRORS: Failure to return this warehouse receipt for correction within ten (10) days after receipt hereof by the storer, will be conclusive evidence that it is correct and delivery will be made in accordance therewith.

SAVING CLAUSE: If any provisions contained in this warehouse receipt is contrary to law, those provisions shall be superceded to that extent only and the remaining provisions shall remain in effect. Where governing law prohibits the contractual shortening of limitations periods to 9 months, the period shall be shortened to the shortest period allowable by law.