

# *H W Farren LLC*

The terms and conditions below are applicable to all items stored at all locations by H.W. Farren, LLC and its affiliates:

## STANDARD TERMS AND CONDITIONS FOR MERCHANDISE STORAGE

### TENDER FOR STORAGE – Sec. 1

- (a) All goods for storage shall be delivered to the warehouse properly marked and packed for handling. The storer shall furnish at or prior to such delivery, a manifest detailing items to be stored. Upon arrival at storage, any special requirements indicated by the storer, will be subject to a separate charge.
- (b) Delivery of all stored items shall be made without subsequent sorting except by special arrangement and subject to a charge.
- (c) The warehouseman will store and deliver goods only in the packages in which they are originally received, unless otherwise specified, which may be subject to an additional charge.
- (d) Depositor may require warehouseman to open original packages (carton, crate, pallet, etc.) and re-package content in separate or different containers. These services are subject to a separate charge.

### STORAGE PERIOD – Sec. 2

- (a) All charges for storage are per square foot or other agreed unit per month.
- (b) Storage charges become applicable upon the date the warehouseman accepts care, custody and control of the goods, regardless of the unloading date or warehouse receipt issue date.
- (c) One full month storage charge will apply to all goods received between the first and the last day of a calendar month, inclusive, and the full month's charge will apply to all goods in storage on the first day of the next and each succeeding calendar month. All 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.

### STORAGE CHARGE – Sec. 3

- (a) When rates are quoted by square footage they will, unless otherwise specified, be computed by the outside dimension of received container, package, case, crate, pallet, etc.
- (b) When rates are quoted by square footage, an additional cost of 20% will be added to the measurement to account for of walk-around area.

### TRANSFER TERMINATION OF STORAGE, REMOVAL OF GOODS - Sec. 4

- a) Instructions to transfer goods on the books of the warehouseman are not effective until in writing and until delivered to and accepted by warehouseman and all charges up to the time transfer is made and chargeable to the depositor of record. If a transfer involves rehandling the goods, such will be subject to a charge, unless otherwise agreed upon. 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, 14 days after notice is sent by certified or registered mail to the depositor of record or the last known holder of the negotiable warehouseman receipt, goods in storage from one warehouse to another, but if such depositor or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made from the current storage month. The warehouseman may, without notice, move goods within the warehouse in which they are stored.
- 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 abode 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 warehouseman in good faith believes goods will deteriorate or decline in value to less than the amount of warehouseman's lien before the end of the next succeeding storage month, the warehouseman may specify in the notification a 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 the goods are deemed a hazard to persons, other property or to the warehouse, 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 goods. If the warehouseman is unable to sell the goods after a reasonable effort he may dispose of them in any lawful manner and shall incur no liability whatsoever 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.

### HANDLING- Sec 5

- a) Handling charges cover the ordinary labor and duties required to receive goods at warehouse door, place goods in storage, and return goods to warehouse door, but does not include unloading of vehicles or vessels, unless specified. Handling charges will be billed along with storage during the first month.

### DELIVERY REQUIREMENTS- Sec 6

- a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete written instructions properly signed by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon electronic mail or verbal telephone instructions 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 properly endorsed receipt 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 the posting of security approved by the court as provided by law.

- c) When goods are ordered out 48 hours notice shall be given to the warehouseman to carry out instructions. If warehouseman is unable 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 loss or destruction of goods for which warehouseman is not liable, or because of any other excuse 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.

#### MINIMUM CHARGE – Sec. 7

- (a) A minimum handling charge per unit and a minimum monthly storage fee per unit will be incurred. When a warehouse receipt covers more than one unit or when a unit is in assortment, a minimum charge per mark, brand, or variety will be incurred.
- (b) A minimum monthly charge to each customer account for storage and/or handling will be made. This charge will apply to each account when the customer has multiple accounts, each requiring separate record keeping and billing.

#### EXTRA / SPECIAL SERVICES – Sec. 8

- (a) Warehouse labor required for services other than ordinary basic handling and storage will be an additional charge to the depositor.
- (b) Extra services such as special warehouse space, material, drainage, repairs, sampling, weighing, inspection, physical warehouse checking, compiling stock statements, collections, revenue stamps, reporting market weights or numbers, etc. are chargeable to the storer.
- (c) Inventory stock statements submitted in duplicate by the storer will be verified with the books of the warehouseman without charge.
- (d) Shipping includes marking, tagging, billing procuring and forwarding bill of lading and is chargeable to the storer.
- (e) 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 warehouseman.
- (f) Storers, including holders of negotiable receipts, may, subject to insurance regulations and reasonable limitations, have access to their goods in storage when accompanied by a warehouse employee whose time is chargeable to the storer.
- (g) By prior arrangement, goods may be received or delivered during non-business hours, subject to an additional charge.
- (h) Communication expenses including postage or telephone, will be charged to the depositor if requirements exceed standard inventory processes, or if, at the request of the depositor, communications are made other than by the U.S. Postal Service.

#### LIABILITY AND LIMITATION OF DAMAGES – Sec. 9

- (a) The Warehouseman shall not be liable for any loss or injury to goods stored, however caused, unless such loss or injury resulted in the failure of the warehouseman to exercise reasonable care under like circumstances. The warehouseman is not liable for damages which could not have been avoided by the exercise of such care.
- (b) The depositor agrees that damages are limited to 12 times the monthly storage rate, provided that such liability may be increased on part or all of the goods hereunder, in which event an additional monthly charge will apply, unless storer has waived insurance coverage.
- (c) Additional insurance coverage may be obtained for the replacement cost of the goods stored at an additional monthly charge.

#### NOTICE OF CLAIM AND FILING OF SUIT – Sec. 10

- (a) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time but no longer than 30 days after delivery of the goods by the warehouseman or 30 days after 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) No action may be maintained by the depositor or others against the warehouseman for loss injury to the goods stored unless a timely written claim has been submitted as provided in Paragraph A of this section and unless such action is commenced either within nine months after date of delivery by warehouseman, or within nine months after 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 foods has occurred, whichever time is shorter.
- (c) When goods have not been delivered, notice may be given of known loss or injury to the goods by mailing 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 maintaining of action after notice begins on the date of mailing of such notice by warehouseman.
- (d) Depositor may not offset damage claims against amounts owed to warehouse without prior written agreement with warehouse.
- (e) The warehouse shall not be liable for consequential damages such as loss of profits, extra expenses incurred, etc.

#### CLAIMS AGAINST WAREHOUSE – Sec. 11

- (a) Any claims and/or civil action asserted or brought against warehousemen shall be brought in a Court of competent jurisdiction within the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction regarding any and all disputes among the parties arising out of the interpretation or performance of this agreement, including but not limited to all rights, duties and obligations.
- (b) In the event any claim is brought arising out of the terms or performance of this agreement, each party **waives the right to a trial by jury.**

Additional Terms and Conditions Applicable: Nothing entered herein shall be constructed to extend the warehouseman's liability beyond the standard of care specified in Sections 9 above