H.W. FARREN, LLC
WAREHOUSE CONTRACT AND STANDARD TERMS AND CONDITIONS

Contract and Rate Quotation (Part A) • Standard Terms and Conditions (Part B)

PART A — CONTRACT AND RATE QUOTATION

This Contract and Rate Quotation (the "Rate Quotation") and the Standard Terms and Conditions in Part B (the "Terms") together form the agreement (the "Contract") between Warehouse and Depositor for the storage and handling of Depositor's Goods. The Terms are part of this Rate Quotation and are repeated on any warehouse receipt, delivery ticket, or invoice that Warehouse issues for the Goods.

Warehouse	H.W. Farren, LLC, a Farren International company, 1881 Route 46, Ledgewood, NJ 07852
Depositor	Name: _____ Address: _____ Contact / Email / Phone: _____
Facility	Name and address: _____ Facility state: _____
Proposal date / Effective date	Proposal date: _____ Effective date: _____
Type of storage	☐ Indoor ☐ Outdoor (open yard / lot / pad) ☐ Partially covered ☐ Combination (describe): _____
Description of Goods	_____ Approximate quantity / dimensions / weights: _____
Storage rate	$_____ per _____ per month
Handling rate	$_____ per _____ (receiving and returning to the gate or door)
Minimum charges	Per lot, per month: $_____ Per account, per month: $_____
Extra Services	Charged at Warehouse's rate schedule attached to or referenced in this Rate Quotation (including rigging, crane and equipment-assisted handling, weather protection, inspections, and after-hours service).
Warehouse's liability limit (Section 11)	$_____ per _____ of Goods lost or damaged. If left blank, the limit in Section 11(b)(ii) applies (12 times the monthly storage charge for the lost or damaged Goods).
Increased valuation (optional)	Declared value requested: $_____ Additional monthly charge: $_____ Effective only when confirmed in writing by Warehouse (Section 11(c)).
Depositor's authorized representatives (release instructions)	_____
Payment terms	Net 30 days from invoice date (Section 6).
Special terms	_____ _____

BY SIGNING BELOW, DEPOSITOR ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THE TERMS, INCLUDING SECTIONS 11 AND 12, WHICH LIMIT WAREHOUSE'S LIABILITY AND EXCLUDE CERTAIN

DAMAGES, AND THAT IT HAS HAD THE OPPORTUNITY TO REQUEST A HIGHER DECLARED VALUE UNDER SECTION 11(c).

H.W. FARREN, LLC (Warehouse)	**DEPOSITOR**
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Depositor's initials acknowledging Sections 11 and 12: _____

PART B — STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND RECEIPTS

(a) "Warehouse" means H.W. Farren, LLC and any affiliate that operates the Facility on its behalf. "Depositor" means the person named in the Rate Quotation and any person who tenders Goods for storage or for whose account Goods are stored.

(b) "Goods" means all property tendered to or accepted by Warehouse, including equipment, machinery, components, and packaging. "Facility" means the storage location identified in the Rate Quotation, including its buildings and any yard, lot, pad, or other outdoor storage area operated or controlled by Warehouse, whether or not enclosed within a building.

(c) "Warehouse Parties" means Warehouse, its affiliates, and its and their members, managers, officers, directors, employees, agents, successors, and assigns.

(d) Any receipt, delivery ticket, or invoice Warehouse issues for the Goods is subject to these Terms. Warehouse issues non-negotiable receipts only, unless the parties agree otherwise in writing, in which case Article 7 of the Uniform Commercial Code as enacted in New Jersey governs the negotiable receipt.

2. ACCEPTANCE; TERM; CANCELLATION

(a) The Contract must be accepted within 30 days after the proposal date by Depositor's signature or electronic acceptance. If Depositor has not signed, tendering Goods for storage or other services within that 30 days is acceptance.

(b) If Goods tendered do not match the description in the Rate Quotation, or are tendered after the 30 days without written acceptance, Warehouse may refuse them. If Warehouse accepts them, Depositor agrees to the rates and charges Warehouse invoices and to all of these Terms. All Goods Warehouse accepts are subject to the Contract.

(c) Either party may cancel the Contract on 30 days' written notice. The Contract is automatically cancelled if no storage or other services are performed for 180 consecutive days. Cancellation does not affect accrued charges, Warehouse's lien, or Depositor's obligation to remove the Goods.

(d) Depositor has had the opportunity to inspect the Facility and acknowledges that the type of storage selected in the Rate Quotation (indoor, outdoor, or both) is suitable for the Goods.

3. SHIPMENTS TO AND FROM THE FACILITY

(a) Depositor shall ensure that every shipment to or from the Facility names Depositor as consignee, "in care of" Warehouse, and does not name Warehouse as consignee. If Goods are shipped in violation of this Section, Depositor shall immediately notify the carrier in writing, with a copy to Warehouse, that Warehouse is the "in care of" party only and has no beneficial title or interest in the Goods.

(b) Warehouse may refuse Goods shipped in violation of this Section and is not liable for any loss, mis-consignment, or damage to them. Whether or not Warehouse accepts them, Depositor shall indemnify Warehouse under Section 17 for all transportation, storage, handling, and other charges relating to those Goods, including undercharges, demurrage, and detention.

(c) Unless the parties agree otherwise in writing, Depositor is responsible for arranging inbound and outbound transportation, and Warehouse is not the importer, consignee of record, or customs broker for any Goods. Depositor is responsible for all import, export, and customs compliance.

4. TENDER OF GOODS; CONDITION; PREPARATION

(a) Goods must be delivered to the Facility properly marked, identified, and prepared for storage and handling. At or before delivery, Depositor shall furnish a manifest or inventory showing marks, serial numbers, dimensions, weights, the class of storage required, and any special handling or storage-environment requirements.

(b) For heavy, oversize, or specialized Goods, Depositor shall disclose accurate weights, dimensions, center of gravity, lifting and rigging points, and handling requirements. Depositor is responsible for the consequences of inaccurate or incomplete information.

(c) Warehouse is not a guarantor of the condition of the Goods. Warehouse is not responsible for hidden, concealed, or latent defects, inherent vice, concealed shortage or damage, or tampering that existed before receipt or was not apparent at receipt. Receipts are for Goods "said to contain" and "contents unknown." A notation of apparent condition at receipt is not a warranty of condition.

(d) Before tender, Depositor shall prepare equipment for storage as appropriate for its type and the type of storage selected, including securing or draining fluids, protecting or removing batteries, securing moving parts, and protecting exposed surfaces. Depositor is responsible for deterioration resulting from inadequate preparation.

(e) Warehouse stores and delivers Goods only in the packages or units in which they were received, unless otherwise agreed in writing. Opening, sorting, re-packaging, or separating Goods into lots is an Extra Service.

5. STORAGE LOCATION AND CONDITIONS

(a) Unless the Rate Quotation specifies indoor storage only, Goods may be stored outdoors or in a partially covered area. Warehouse may move Goods within and between areas of the Facility without notice.

(b) Depositor acknowledges that Goods stored outdoors or in partially covered areas are exposed to weather and environmental conditions, including rain, snow, ice, wind, sun, humidity, temperature change, flooding, dust, salt, vegetation, and wildlife. Absent a failure of reasonable care by Warehouse, Warehouse is not liable for discoloration, fading, rust, corrosion, staining, warping, freezing, moisture intrusion, or other ordinary deterioration or weather-related damage to Goods so stored.

(c) Warehouse is not required to provide weather protection unless agreed in the Rate Quotation. Depositor may request tarps, covers, blocking, cribbing, tie-downs, or similar protection as an Extra Service.

(d) Warehouse will designate a storage surface reasonably suited to the weights and dimensions Depositor disclosed. Depositor shall supply cribbing, blocking, or other support the Goods require.

(e) Warehouse will maintain security measures reasonably appropriate to the Facility, such as controlled access, fencing, lighting, or monitoring where the Facility has them. Warehouse does not guarantee against theft, vandalism, or unauthorized entry, and Depositor should insure those risks (Section 11(e)).

(f) Depositor's representatives may access the Goods by appointment, accompanied by Warehouse personnel, and subject to the Facility's safety rules, including required personal protective equipment. Escort time is chargeable.

6. STORAGE PERIOD; CHARGES; PAYMENT

(a) Storage charges are per unit or other agreed basis per month. The storage month begins when Warehouse accepts care, custody, and control of the Goods, regardless of the unloading date or the date a receipt is issued.

(b) One full month's storage charge applies to all Goods received between the first and last day of a calendar month, and a full month's charge applies to all Goods in storage on the first day of each following month. Storage charges for the initial month are due on the first day of storage, and thereafter on the first day of each month.

(c) Charges follow the Rate Quotation and Warehouse's Extra Services rate schedule in effect when the charge accrues. Warehouse will not increase storage rates for Goods already in storage without 30 days' written notice.

(d) Depositor shall pay each invoice within 30 days of the invoice date, without deduction, set-off, or hold-back. Any dispute must be made in writing within 30 days of the invoice date or is waived as to that invoice.

(e) Amounts not paid when due bear a service charge of 1.5% per month, or the maximum permitted by law if less. While any amount is past due, Warehouse may suspend services and hold the Goods. Depositor shall pay all costs of collection, including reasonable attorneys' fees and the costs of any appeal.

(f) Rates are based on the volumes, activity, and scope of services Depositor described. On request, Depositor shall provide reasonable volume forecasts. If volumes, activity, or scope materially change, Warehouse may adjust its rates on 30 days' written notice.

(g) Freight and other disbursements Warehouse advances for Depositor are due on demand and bear the service charge in (e) from the billing date. Depositor is responsible for taxes and governmental fees relating to the Goods and services.

7. TRANSFER; TERMINATION; REMOVAL; SALE

(a) Instructions to transfer Goods on Warehouse's books are not effective until delivered to and accepted by Warehouse in writing, and all charges up to the transfer remain chargeable to Depositor. Re-handling for a transfer is an Extra Service. A transfer by new receipt starts a new storage date.

(b) Warehouse may move Goods to another of its facilities at its own expense after 14 days' notice sent by certified mail or overnight delivery. Warehouse may move Goods within the Facility at any time without notice.

(c) On at least 30 days' written notice to Depositor and any other person Warehouse knows to claim an interest in the Goods, Warehouse may require their removal. If the Goods are not removed by the end of the notice period, Warehouse may sell or dispose of them as permitted by law and this Contract.

(d) If Warehouse reasonably believes Goods will deteriorate or lose value below the amount of Warehouse's lien before the notice period ends, it may set a shorter removal period and, if the Goods are not removed, sell them at public sale one week after a single advertisement or posting as provided by law.

(e) If Goods have a quality or condition of which Warehouse had no notice at the time of deposit and that endangers persons, other property, or the Facility, Warehouse may, on reasonable notice to known claimants, sell the Goods at public or private sale, return them freight collect, or dispose of them, and may remove them from the Facility in the meantime without liability.

(f) Warehouse may terminate the Contract immediately if Depositor becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to a bankruptcy, receivership, or similar proceeding. Depositor acknowledges Warehouse's lien and its position as a secured claimant for charges to the extent permitted by law.

(g) On termination or cancellation for any reason, all invoices become immediately due. Warehouse may require payment of accrued charges and the charges reasonably projected through the removal date before releasing Goods.

(h) If Warehouse cannot sell Goods after reasonable effort, it may dispose of them in any lawful manner at Depositor's expense and without liability.

8. HANDLING; LOADING AND UNLOADING

(a) The handling charge covers ordinary labor to receive Goods at the Facility gate or door, place them in storage, and return them to the gate or door. Unloading and loading of vehicles, and any rigging, crane, forklift, or other equipment-assisted handling, is an Extra Service.

(b) Carriers, riggers, and contractors engaged by or for Depositor must comply with the Facility's site rules. Warehouse may refuse any loading or unloading it believes is unsafe.

(c) Warehouse is not liable for demurrage, detention, or delays in unloading or loading vehicles or containers. Charges for receiving or handling damaged Goods are chargeable to Depositor.

9. DELIVERY REQUIREMENTS; RELEASE TO CARRIERS

(a) Warehouse will release Goods only on complete written instructions, including email, from one of Depositor's authorized representatives. Warehouse may rely on those instructions as received and is not liable for following them. Depositor shall keep its list of authorized representatives current.

(b) Depositor shall give Warehouse a reasonable time, normally 48 hours, to carry out an order to release Goods.

(c) When Warehouse releases Goods to a carrier designated or engaged by or for Depositor, Warehouse's custody and responsibility end. Warehouse is not responsible for the carrier's acts or omissions, or for the loading, securing, or transportation of the Goods. The carrier's signature is conclusive evidence of the count and apparent condition of the Goods released, except as noted on the release.

(d) If Warehouse cannot carry out instructions because of an event described in Section 14 or any other cause beyond its control, it is not liable for the delay, and storage charges continue.

10. EXTRA SERVICES; MINIMUM CHARGES; INVENTORIES

(a) Services other than ordinary storage and handling are Extra Services chargeable to Depositor, including rigging, crane, and specialized equipment handling; weather protection; inspection, photographs, and special reports; sorting, re-packaging, and re-labeling; packing and dunnage; escorting Depositor's representatives; and receipt or delivery outside usual business hours.

(b) Minimum charges apply as stated in the Rate Quotation. A minimum monthly charge applies to each Depositor account that requires separate records and billing.

(c) Warehouse will take physical inventories and cycle counts on Depositor's request and at Depositor's expense. Depositor's representatives may attend.

11. LIABILITY AND LIMITATION OF DAMAGES

(a) Warehouse is not liable for any loss of or damage to Goods however caused, unless the loss or damage resulted from Warehouse's failure to exercise the care that a reasonably careful warehouse would exercise under like circumstances, taking into account the type of storage (indoor or outdoor) and the nature of the Goods. Warehouse is not liable for loss or damage that could not have been avoided by the exercise of that care.

(b) If Warehouse is liable for loss of or damage to Goods, its liability is limited to the lowest of:

(i) the actual value of the lost or damaged Goods at the time and place of loss, or if less, the reasonable cost to repair them;

(ii) the per-unit limit stated in the Rate Quotation or, if none is stated, twelve (12) times the monthly storage charge applicable to the lost or damaged Goods; and

(iii) the limits of the liability insurance Warehouse maintains and that applies to the claim.

(c) Depositor may, by written request made before any loss, ask Warehouse to increase the limit on part or all of the Goods to a declared value. The increase takes effect only when Warehouse confirms it in writing and Depositor pays the additional monthly charge Warehouse quotes. Warehouse may decline a request.

(d) The limitation in this Section is Depositor's exclusive remedy against the Warehouse Parties for any claim relating to loss of or damage to Goods, whether based on contract, tort, bailment, negligence, or any other theory. It does not apply if Depositor proves by clear and convincing evidence that Warehouse converted the Goods to its own use.

(e) Warehouse does not insure the Goods. Warehouse's insurance responds only where Warehouse is liable under this Section. Depositor shall maintain, at its cost, all-risk property insurance on the Goods at full replacement value, including coverage for theft, vandalism, flood, and weather, and shall provide evidence on request. Depositor waives, and shall cause its insurers to waive, subrogation against the Warehouse Parties to the extent of any loss covered by that insurance.

(f) If Goods are damaged, or leak or contaminate the Facility, Depositor is responsible for the cost of removing and disposing of them and of any resulting cleanup or remediation, except to the extent the leak or contamination was caused by Warehouse's failure to exercise the care described in (a).

(g) Warehouse is liable only while Goods are in its care, custody, and control at the Facility. It is not liable for Goods released to a carrier or otherwise in the custody of a third party it did not engage.

(h) Warehouse does not indemnify Depositor. Warehouse's only responsibility for loss of or damage to Goods is as stated in this Section.

12. EXCLUSION OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANYTHING ELSE IN THE CONTRACT, IN NO EVENT ARE THE WAREHOUSE PARTIES LIABLE TO DEPOSITOR OR ANY THIRD PARTY FOR LOST PROFITS, LOST SALES OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE, DIMINUTION IN VALUE, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE CONTRACT OR THE GOODS, WHETHER OR NOT FORESEEABLE, WHETHER OR NOT WAREHOUSE WAS ADVISED OF THEIR POSSIBILITY, AND WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

13. NOTICE OF CLAIM; FILING OF SUIT

(a) Any claim for loss of or damage to Goods must be presented to Warehouse in writing within 60 days after the earlier of (i) delivery of the Goods by Warehouse, or (ii) the date Depositor is notified that loss or damage has occurred. The claim must identify the Goods, the basis for liability, and the amount claimed, with supporting documentation.

(b) No suit or other action may be brought against Warehouse for loss of or damage to Goods unless the written claim was timely presented and the suit is commenced within nine months after the earlier of those same two dates.

(c) If Goods have not been delivered, Warehouse may give notice of known loss or damage by email, certified mail, or overnight delivery to Depositor's address in the Rate Quotation, and the time periods run from the date notice is sent.

14. FORCE MAJEURE

Neither party is liable for failing to perform any obligation, other than a payment obligation, if the failure is caused by an event beyond its reasonable control, including acts of God; fire; flood; earthquake; severe weather including wind, snow, and ice; war, terrorism, or civil disorder; strikes or labor disputes; utility or power failure; cyberattack, ransomware, or other malicious cyber incident; epidemic, pandemic, or public health emergency; government order, embargo, or road or permit restrictions; and delays by carriers or other third parties. The affected party shall promptly notify the other. Storage charges continue during the event, and the Goods remain subject to Section 11.

15. DEPOSITOR'S REPRESENTATIONS; HAZARDS; RECALLS

(a) Depositor represents and warrants that it owns the Goods or is authorized to store them with Warehouse, that no one else claims an interest in them except as disclosed in writing, and that the Goods are lawful and accurately described. Depositor shall not assign or pledge its interest in the Goods to a lender without Warehouse's written consent.

(b) Depositor represents and warrants that the Goods present no health, safety, or environmental hazard that Depositor has not disclosed in writing and Warehouse has not accepted in writing. Warehouse may refuse hazardous or regulated materials, fuels, and batteries unless it accepts them in writing. Depositor shall give Warehouse accurate and complete information about the Goods sufficient for Warehouse to comply with applicable law.

(c) If a recall, field alert, withdrawal, or correction may be needed for any Goods, Depositor shall notify Warehouse immediately in writing. Warehouse will not initiate a recall without Depositor's written approval unless the law requires it. Depositor bears the cost of any recall.

16. CONFIDENTIALITY; DATA; RECORDS

(a) Each party shall keep confidential the terms of the Contract and any non-public information it learns about the other, except as required by law or as needed for financing, auditors, or subcontractors bound to confidentiality.

(b) Warehouse will maintain reasonable physical and technical safeguards for confidential information in its possession. Warehouse is not liable for a security incident or unauthorized access except to the extent caused by its failure to maintain those safeguards, and then only subject to Sections 11 and 12.

(c) Depositor is responsible for complying with privacy laws that apply to its own data and its customers' data. Warehouse's inventory system is the record of inventory and is provided as is, without warranty.

17. DEPOSITOR'S INDEMNITY

(a) To the fullest extent allowed by law, Depositor shall defend, indemnify, and hold harmless the Warehouse Parties from and against any and all claims, demands, suits, liabilities, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees, costs of defense, and all costs of any appeal, including appeal and supersedeas bond premiums) arising out of or relating to:

  (i) transportation, storage, handling, demurrage, detention, undercharge, or other charges relating to the Goods, and any shipment made in violation of Section 3;

  (ii) any dispute or claim regarding Depositor's right, title, or interest in the Goods, or any lien or security interest in them;

  (iii) inaccurate or incomplete information about the Goods, any undisclosed hazard, or any violation of law relating to the Goods;

  (iv) any recall, withdrawal, or correction involving the Goods;

  (v) the acts or omissions of Depositor, its employees, carriers, riggers, contractors, and invitees at the Facility, including bodily injury and property damage, except to the extent caused by the negligence or willful misconduct of a Warehouse Party; and

  (vi) Depositor's breach of the Contract.

(b) Depositor shall cause each carrier, rigger, or contractor it engages that enters the Facility to maintain commercial general liability insurance of at least $1,000,000 per occurrence, commercial auto liability insurance of at least $1,000,000 (and $1,500,000 for any vehicle operating in New Jersey), and workers' compensation insurance as required by law, and to name Warehouse as an additional insured on the general and auto liability policies. Depositor shall provide certificates on request.

(c) To the extent (and only to the extent) applicable law, including N.J.S.A. 39:14-2, prohibits indemnification of a person against liability resulting from that person's own negligence, intentional acts, or omissions, this Section does not apply to that liability.

18. LIEN

Warehouse has a general lien on all Goods now or later in its possession for all accrued and unpaid charges under the Contract, including charges for storage, handling, labor, advances, interest, insurance, transportation, and Extra Services, and for any balance owed on any other account. The lien also secures charges relating to other goods Depositor previously stored, even if those goods are no longer in Warehouse's possession. Warehouse may enforce the lien as permitted by Article 7 of the Uniform Commercial Code as enacted in New Jersey and by the Contract, and may require advance payment of accrued and projected charges before releasing Goods. Warehouse will not subordinate its lien to any lender or other third party unless it agrees in writing.

19. THIRD PARTIES AND SUBCONTRACTORS

Warehouse may engage third parties, including carriers, riggers, crane operators, security providers, and other contractors, to perform services under the Contract. Goods entrusted to a third party are subject to that party's terms and limitations. Warehouse is liable only as stated in Section 11 and only while Goods are in its care, custody, and control. Warehouse is not liable for the acts or omissions of any third party selected by Depositor.

20. RELATIONSHIP TO TRANSPORTATION SERVICES

If Warehouse or an affiliate also performs or arranges transportation of Goods, that transportation is governed by the applicable Rules Tariff, bill of lading, and terms and conditions for broker services, and not by the Contract. The Contract governs the Goods while they are stored at, or being handled at, the Facility. A loss occurring while Goods are in Warehouse's care, custody, and control at the Facility is governed by Section 11, regardless of any other agreement between the parties. The transportation documents govern from the time a carrier takes possession of the Goods for transportation.

21. GOVERNING LAW; VENUE; JURY WAIVER

The Contract is governed by the laws of the State of New Jersey, including Article 7 of the Uniform Commercial Code as enacted there, without regard to conflict-of-laws principles. Any action arising out of or relating to the Contract shall be brought exclusively in the U.S. District Court for the District of New Jersey or, in the absence of federal jurisdiction, the appropriate state court in the State of New Jersey, County of Morris, and each party consents to that jurisdiction and venue. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION.

22. GENERAL

(a) If any provision is held invalid or unenforceable, the rest of the Contract remains in effect. Warehouse's failure to insist on strict compliance with any provision is not a waiver of that or any other provision.

(b) The Contract is the entire agreement for Goods tendered to Warehouse and supersedes prior understandings. It may be modified only by a writing signed by both parties. If the Rate Quotation and the Terms conflict on rates, charges, or the liability limit, the Rate Quotation controls.

(c) Depositor may not assign the Contract or sublet its interest without Warehouse's prior written consent. Warehouse may assign the Contract to an affiliate or successor. The Contract binds and benefits the parties' successors and permitted assigns, and the Warehouse Parties are intended beneficiaries of Sections 11, 12, and 17.

(d) Notices must be in writing and may be given by email to the address in the Rate Quotation, or by certified mail or overnight delivery. The Contract may be signed in counterparts and electronically, and electronic signatures have the same effect as originals.

(e) Sections 6, 7, 11, 12, 13, 17, 18, 21, and any other provision that by its nature should survive, survive cancellation or termination.