

# Share Logistics Inc STANDARD CONTRACT TERMS AND CONDITIONS FOR MERCHANDISE WAREHOUSE

## **1. DEFINITIONS**

“Warehouse” means Share Logistics Inc. (“SL”). “Depositor” means the shipper, consignee, owner of the goods or its agent, including, without limitation, motor carrier, drayage companies, forwarders, brokers, and/or any entity that places or maintains a chassis/trailer pool at any of the warehouse’s facilities. “Equipment” means any chassis, container, trailer, or tractor. “Goods” means the merchandise, cargo, or freight that the depositor tenders for storage, set forth on the front page of this warehouse receipt.

## **2. ACCEPTANCE**

- (a) By the depositor’s tender of the goods for storage, the depositor agrees to these Terms and Conditions of Contract, which no agent or employee of the parties may alter.
- (b) In the event that goods do not conform to the description set forth on the warehouse receipt, the warehouse may refuse to accept such goods. If the warehouse accepts such goods, the depositor agrees to rates and charges that the warehouse may be assess and invoiced and to all terms of this contract.
- (c) Either party may cancel this contract by giving 30 days written notice to the other party.

## **3. SHIPPING**

The depositor shall not designate the warehouse to be the consignee on any bill of lading or any other transportation contract, receipt, or delivery documents. If, in violation of this agreement, goods arrive at the warehouse and it is the named consignee, the depositor *agrees* to notify carrier in writing prior to such shipment with copy of such notice to the warehouse, that the warehouse is in fact a warehouse that has no beneficial title or interest in such goods, and the depositor further agrees to indemnify and hold harmless the warehouse 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 warehouse shall have the right to refuse delivery of such goods in which event warehouse shall not be responsible for any loss, injury or damage of any nature to or related to such goods. Depositor agrees that all promises contained in this section will be binding on depositor, heirs, successors and assigns.

## **4. TENDER FOR STORAGE**

Storage shall be defined as the physical resting of goods tendered. All goods for storage shall be delivered at the warehouse properly marked and securely packed for handling. The depositor 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. Unless otherwise instructed goods will be stored in bulk, in lots or in a commingled manner, at the discretion of the warehouse. Should good in storage be transferred on the books of warehouse from one party to other, a new storage date is established on the date of transfer. On request of the depositor, and then only by special arrangements and subject to extra labor charge, original packages may be broken for partial delivery. Storage charges become applicable upon the date that warehouse accepts care, custody and control of the goods, regardless of unloading date or date of issuance of warehouse receipt.

## **5. STORAGE PERIOD AND CHARGES**

- (a) All goods are stored on a month-to-month basis. All charges for storage are per package or other agreed with per month.
- (b) The depositor shall pay one month of storage for the month in which the goods are received if the goods are received on the first through the fifteenth, inclusive, of a calendar month, and on all goods received between the sixteenth and the last day of the month, store will pay one-half months storage for the month in which they are received. For all goods on hand at the end of the month, store will pay full months storage for the following month. All storage charges are due and payable on the first day of storage for the initial month and, thereafter, on the first day of each succeeding calendar month. (c) Invoices are due and payable upon receipt of invoice. Claims or other countercharges may not be deducted or otherwise, offset. Should there be a deduction; warehouse may assess an administrative fee to cover collection costs equal to 25% of the amount due to warehouse. All handling and storage payments not received by warehouse in 10 days will be subject to a service charge of 12% per month until paid. Additionally, warehouse may hold all goods until payment is made.

## **6. TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS**

- (a) The warehouse claims a lien for all lawful charges for storage and preservation of the goods and/or equipment, and also, for money the warehouse has advised, as well as interest, insurance, transportation, labor, weighting, cooperating, and other charges and expenses in relation to such goods, and for the balance on any other account that may be due. The warehouse also claims a lien under its invoice “Terms & Conditions of Service”. The warehouse reserves the right to exercise its lien rights under the terms of any applicable law and/or agreement between the depositor and the warehouse.
- (b) Instructions to the warehouse to transfer goods are not effective until the warehouse receives and accepts such instructions, and all charges up to the time transfer are chargeable to the depositor of record. The warehouse shall assess a charge for the transfers that require, in the warehouse’s sole discretion, the re-handling goods. For transfers of goods to a third party through the issuance of a new warehouse receipt, the date of transfer shall be the new storage date.
- (c) The warehouse, at its expense, reserves the right to move goods in storage from the warehouse complex identified on the warehouse receipt to another storage location of the warehouse within fourteen (14) days after the warehouse sends notice of the same, by certified or registered mail to the depositor of record or last known holder of the negotiable warehouse receipt. But if such depositor or holder takes delivery of such goods in lieu of transfer, no storage charges shall apply for that storage month. The warehouse shall store the goods at , and may without notice move the goods within and between, any one or more of the warehouse buildings within the warehouse complex identified on the front page of the warehouse receipt.
- (d) The warehouse may, upon written notice to the depositor of record and any other person known by the warehouse to claim an interest in the goods, require the removal of the goods by the end of the next succeeding storage month. The warehouse shall give such notice to the last know place of business or residence of the person(s) to be notified. If the depositor or its successor fails to remove the goods before the end of the next succeeding storage month, the warehouse may sell them under the applicable law.
- (e) If the warehouse in good faith believes that the goods are about to deteriorate or decline in value in an amount less than the amount of the warehouse’s then current and otherwise outstanding storage or other charges before the end of the next succeeding storage, the warehouse may specify in the notification any reasonable shorter time for removal of the goods, and failing their removal, the warehouse may sell them at a public sale held one week after a single advertisement or posting as provided by law.
- (f) If, as a result of a quality or condition of the goods of which the warehouse had no notice at the time of deposit or because of which the goods have deteriorated and became a hazard to other property or to the warehouse or to persons, the warehouse, at its sole discretion, may sell the goods at public or private sale without advertisement or reasonable notification to all persons known to claim an interest in the goods. If the warehouse, after a reasonable effort, is unable to sell the goods, it 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 warehouse may remove goods from the warehouse and shall incur no liability by reason of such removal.
- (g) The warehouse claims a lien for a lawful charges for storage and preservation of the goods and/or equipment, and also, for money the warehouse has advanced, interest, insurance, transportation, labor, weighting, cooperating and other charges and expenses in relation to such goods, and for the balance on any other accounts that may be due. The warehouse also claims a lien under this invoice “Terms & Conditions of Service”. The warehouse reserves the right to exercise its lien rights under the terms of any applicable law and or agreement between the depositor and the warehouse. **THE DEPOSITOR UNDERSTANDS AND AGREES THAT THE WAREHOUSE HAS NOT INSURED THE GOODS FOR THE BENEFIT OF THE DEPOSITOR AGAINST FIRE OR ANY OTHER CASUALTY. PROCUREMENT OF SUCH INSURANCE IS THE SOLE RESPONSIBILITY OF THE DEPOSITOR, AT ITS SOLE DISCRETION AND EXPENSE.**

## **7. HANDLING**

- (a) Handling charges cover the ordinary labor to receive the goods at the warehouse door, place the goods in storage, and return the goods to the warehouse doors. Handling charges are due and payable on the warehouse’s receipt of goods.
- (b) Unless the warehouse and depositor otherwise agrees in a writing signed by both, labor for unloading and loading goods will be subject to a separate charge. Additional expenses that the warehouse may incur in receiving and handling damaged goods, and unloading from or loading into cars, trailers, or other vehicles not at the warehouse door will be subject to an additional charge.
- (c) Labor and materials used in loading rail cars, trucks or other vehicles are chargeable to the depositor.
- (d) When the depositor or any third party orders out goods in a quantity less than that which the depositor originally tendered, the warehouse may make an additional charge for each order or each item of an order.
- (e) The warehouse 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 warehouse has failed to exercise reasonable care.

## **8. DELIVERY REQUIREMENT**

- (a) The warehouse shall neither deliver nor transfer goods except upon receipt of complete written instructions. Written instructions shall include, without limitations, e-mail, facsimile, EDI, or similar communications, provided that the warehouse has no liability when replying on the information set forth in such instructions. But when no negotiable receipt is outstanding, the warehouse may deliver goods upon instructions by telephone, in accordance with a prior written authorization, but the warehouse shall not be responsible for losses or errors subsequent to such telephone instructions
- (b) For goods for which the warehouse issues a negotiable receipt, the warehouse shall neither deliver nor transfer such goods, in whole or in part, unless the receipt, properly endorsed. If a negotiable receipt is lost or destroyed, the warehouse shall only deliver the corresponding goods upon order by a court of competent jurisdiction and the posting of court-approved security.
- (c) When the depositor or other authorized persons orders out goods, the warehouse shall have a reasonable amount of time to carry out the instructions, and if the warehouse is unable to do so because of acts of God, war, public enemies, seizures under legal process, strikes, lockouts, riots and civil commotions, or any reason beyond the warehouse’s control or because of the loss or destruction of the goods for which warehouse is not liable, or because of any other excuse or justification under law, the warehouse shall not be liable for its failure to carry out such instructions and the goods remaining in storage shall remain subject to regular storage charges.

## **9. EXTRA / SPECIAL SERVICES**

- (a) The depositor understands and agrees that is responsible to pay for warehouse labor for services other than ordinary handling and storage.
- (b) At the request of the depositor, and for an additional charge, the warehouse may provide the following non-exhaustive list of special services: compiling of special stock statements, reposting

market weights, serial numbers or other data from packages, physical checking of goods, and handling transit billing.

- (c) At the request of the depositor, and for an additional charge, warehouse may provide blocking-and-bracing, packing materials or other supplies.
- (d) By prior arrangement, and for an additional charge, warehouse may receive or deliver goods at other than usual business hours.
- (e) The warehouse shall separate charges for communication expenses, including, without limitations, postage, facsimile, telegram or telephone, if such expense concern more than normal inventory reporting or if, at the request of the depositor, the warehouse makes such communications by other than first-class United States mail.

#### **10. BONDED STORAGE**

- (a) The depositor understands and agrees that goods in bond are subject to a charge in addition to regular rates.
- (b) Where a warehouse receipt covers goods in US Customs bond, such receipt shall be void upon the termination of the storage-period fixed by law.

#### **11. MINIMUM CHARGES**

- (a) There is a minimum handling charge per lot and a minimum storage charge per lot per month. When a warehouse receipt covers more than one lot or when a lot is in assortment, a minimum charge per mark, brand and or variety shall apply.
- (b) A minimum monthly charge to one account for storage and/or handling shall apply. That minimum will also apply to each account when one depositor has several accounts, each requiring separate records and billing.

#### **12. LIABILITY AND LIMITATION OF DAMAGES**

- (a) The warehouse shall not be liable for any loss or injury to goods stored, however caused, unless such loss or injury resulted from the warehouse's failure to exercise reasonable care. The warehouse shall have no liability for damages that the warehouse could not have avoided despite its exercise of such care.
- (b) The warehouse does not insure or undertake to insure the goods against loss or injury, however caused.
- (c) The warehouse shall not be responsible for shrinkage or loss in weight, nor for loss or damage to goods resulting from improper or insufficient packing, cooperage, boxing, crating, wear and tear or inherent qualities of the goods the warehouse shall not be held responsible for loss of goods by leakage which was not caused by warehouse or for concealed damage.
- (d) In further consideration of the rates herein, and in keeping with the definitions of warehouse's legal liability contained herein and in Section 1307.09 of the Ohio Revised Code, depositor agrees to a shrinkage allowance of one and one-half percent of total throughput since the time of the last preceding certified physical inventory, for which shrinkage, whether caused by loss or damage to goods or mysterious disappearance, warehouse will not be liable.
- (e) Where physical inventories disclose differences in stock, the parties agree to average the values of all overages and shortages and correct the book figures. If after such averaging there is a net credit for owner, the account shall be closed and if there is a net debit due the owner, the warehouse shall be responsible if it is shown that the loss is due to a failure to exercise due care with respect to the missing goods.
- (f) **In the case of goods lost or damaged due to causes for which the warehouse is responsible, as adjudged by a court of competent jurisdiction, the measure of damage stipulated herein shall be applied. That measure shall be the manufacturers cost of the lost, damaged and /or destroyed goods; in no instance shall the amount of the damage awarded exceed fifty (50) times the base storage rate on a package, cube, or per cwt basis unless excess value is declared by the depositor prior to the time the goods are tendered for storage, in which event the depositor shall be responsible to pay an additional monthly charge based upon such increased valuation. In the event storage is on a square foot basis, damages are limited to \$0.45 per one hundred pounds of lost, damaged or destroyed goods. Rates quoted are on the basis of this maximum monetary liability; where excess valuation is declared, there shall be a charge of one percent per month on the total valuation in addition to the base storage rate,**
- (g) In case of goods lost or misplaced, the warehouse shall be allowed fourteen (14) days in which to locate goods after a receipt of a written order.
- (h) Perishables or other merchandise which are susceptible to damage through temperature changes, atmospheric conditions, or other causes incident to general storage, may be accepted in general storage, after depositors written request and acceptance in writing by warehouse. Notwithstanding the aforementioned, the warehouse shall not be held responsible for such damages as might result from general storage conditions.
- (i) Depositor waives any rights to rely upon any presumption of conversion imposed by law. In no event shall depositor be entitled to incidental special punitive or consequential damages.

#### **13. NOTICE OF CLAIMS AND COMMENCEMENT OF ARBITRATION**

- (a) Claims by the depositor and all other persons must be presented in writing to the warehouse within a reasonable time, and in no event longer than either sixty (60) days after delivery of the goods by the warehouse or sixty (60) days after the depositor of record or the last known holder of a negotiable warehouse receipt is notified by the warehouse that loss, damage and/or destruction 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 warehouse for loss or injury to the goods stored unless timely written claim has been given as provided in paragraph (a) of this section and unless such action is commenced either within nine (9) months after date of delivery by warehouse or within nine (9) months after depositor of record or the last known holder of a negotiable warehouse receipt is notified that loss, damage and/or destruction to part of all of the goods has occurred, whichever time is shorter.
- (c) In the case of non-delivery of goods, the warehouse may give notice of loss of or damage to the goods by any commercially reasonable means of communications to the depositor of record or to the last known holder of a negotiable warehouse receipt. If notice is given by warehouse time limitation for presentation of claim in writing and maintaining of action after notice begins on the date of mailing of such notice by warehouse.

#### **14. LIENS**

- (a) Warehouse shall have a lien against the goods covered by this receipt or on the proceeds thereof for all charges for storage, transportation (including demurrage and terminal charges), insurance, labor, charges present or future with respect to such goods, advances or loans by warehouse in relation to the goods and for expenses necessary for preservation of such goods or reasonably incurred on their sale pursuant to law. Warehouse further claims a lien on the goods covered by this receipt for all such charges and expenses in respect to any other goods stored by depositor for charges for which depositor is liable in any warehouse owned or operated by warehouse or its subsidiaries wherever located and whenever deposited and without regard to whether or not the other goods have been delivered.
- (b) The warehouse shall have the right to refuse shipment of the goods when monies are due
- (c) The warehouse's lien may be enforced by public or private sale of the goods in block or in parcels at any time after notification to all persons known to claim an interest in the goods.
- (d) The warehouse has the right to take and to enforce, as provided by law, a security interest in goods for amounts loaned or advanced to the depositor of record.

#### **15. NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

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

#### **16. LIABILITY FOR MIS-SHIPMENT**

If the warehouse negligently mis-ships goods, it shall pay the reasonable transportation charges return the mis-shipped good to the warehouse. If the consignee fails to return the goods, the warehouse's maximum liability shall be for the lost or damaged goods, as per specified above in section 12, and the warehouse shall have no liability for damages due to the consignee's acceptance or use of the goods.

#### **17. MYSTERIOUS DISAPPEARANCE**

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

#### **18. RIGHTS TO STORE GOODS**

The depositor represents and warrants that it has lawful possession of the goods and the right and authority to store them with the warehouse. The depositor agrees to indemnify and hold harmless the warehouse from all loss, cost, and expense, including, without limitation, attorneys' fees that the warehouse pays or incurs as a result of any dispute or litigation that arises out of or is in any way connected to the depositor's right, title or interest in the goods. Such amount shall be "charges in relation to the goods" and subject to the warehouse's lien.

#### **19. ACCURATE INFORMATION**

The depositor will provide the warehouse with information on the goods that is accurate, complete, and sufficient, to allow the warehouse to comply with all laws and regulations concerning the storage, handling, and transporting of the goods. The depositor shall indemnify and hold the warehouse harmless for all loss, cost, penalty, and expense, including, without limitation, attorneys' fees that the warehouse pays or incurs as a result of depositor's failure to fully discharge this obligation.

#### **20. SEVERABILITY AND WAIVER**

- (a) If any of the Terms and conditions of Contract of this warehouse receipt shall for any reason be held to be invalid or unenforceable by any court, regulatory body, or arbitration tribunal, then the remainder of the Terms and Conditions of Contract shall be unaffected thereby, and remain in full force and effect.
- (b) The warehouse's failure to require strict compliance with any provision of the warehouse receipt shall not constitute a waiver or estoppels to later demand strict compliance with that or any other provision(s) of this warehouse receipt.
- (c) These Terms and Conditions of Contract are final expression of the parties' agreement on the storage of goods and they shall be binding upon and inure to the benefit of the parties' respective executors, personal representatives, heirs, successors, assigns and transferees.