

TERMS AND CONDITIONS FOR STORAGE CONTRACT (CONTINUED FROM FRONT).

5. **LIABILITY OF THE COMPANY**-The Company shall be liable only for its failure to use ordinary care and then only on the basis of the Depositor's declared valuation of goods. The Company's liability shall be strictly limited by the terms and conditions of the Uniform Commercial Code, Section 7-204. The burden of proving negligence or failure to use ordinary care required by law shall be on the Depositor.

In no event shall the Company be responsible for loss of or damage to accounts, bills, deeds, evidence of debt, currency, money, bullion, notes, credit cards, securities, bonds, stamps, letters, jewelry, watches, precious stones, precious metals, pearls, furs or garments trimmed with fur, manuscripts, mechanical drawings, blueprints, documents, valuable papers, data and information contained on computer software, silverware, or any other articles of high and unusual value unless a special agreement in writing is made between the Depositor and the Company with respect to such articles.

In no event shall the Company be liable or have responsibility for the following:

- a) Any loss or damage caused by an act or omission of the Depositor, including damage or breakage resulting from improper packing by Depositor;
- b) Damage to or expense caused by or resulting from insects, moths, vermin, latent defect, inherent vice, rust, dampness, mold, mildew, termites, changes in atmospheric conditions, fumigation, or deterioration;
- c) Delay, loss of market or use, interruption of business, or any other consequential loss extending beyond the direct physical loss or damage;
- d) Mechanical or electrical derangement of pianos, radios, phonographs, clocks, refrigerators, computers, television sets, automatic washers or other instruments or appliances unless evidenced by external damage to such equipment. The Company reserves the right to inspect these articles or appliances to determine whether they are in good working order before accepting them for shipment and storage. The Company assumes no liability whatsoever for retuning, refocusing or other adjustments of television sets or computers unless such services were made necessary due to Company's negligence.
- e) Matching pairs or sets;
- f) Mechanical failures or depreciations by rust, discoloration, mildew or odors of refrigerators or deep freezers and other similar objects through lack of proper service or preparation by the Depositor for storage;
- g) Loss or damage arising out of the breakage of china, glassware, bric-a-brac, or similar articles of a brittle or fragile nature unless packed by the Company's employees or unless such breakage results from either the negligence of the Company or from fire, lightning, theft, malicious damage or by collision or overturn of the conveyance;
- h) Spoilage, deterioration, shrinkage, evaporation, loss of weight, change in color or flavor, food stuffs, or other perishable articles;
- i) Any loss or damage caused by nuclear reaction or radiation, or radioactive contamination, however caused;

Except as provided below, no liability of any kind shall attach to this Company for any loss or damage caused to the goods by Acts of God, public enemy, government authority, war or insurrection, strikes, labor troubles, riots, fire, earthquakes, volcanic eruption, flood, mudslide or other causes beyond the control of the Company.

When the Depositor selects Option B or Option C under Declaration of Value, the Company will assume liability without regard to negligence for loss or damage to the goods caused by fire, including ensuing fire as a result of earthquake or volcanic eruption, lightning, sprinkler leakage, explosion, windstorm, hail, smoke, riot, vandalism, falling objects, sleet, or collapse of warehouse walls or roof caused by the weight of ice or snow.

6. TERMS OF PAYMENT:

- a) The payments for storage and other recurring periodic charges are due and payable on or prior to the day storage is commenced and on or before the beginning of each succeeding storage period as defined in this agreement. Charges for any other service or materials including, without limitation, cartage in and warehouse labor in and out, are due and payable upon presentation of invoice.
- b) Interest at the maximum rate allowable by the Laws of the State where said property is stored will be charged on all balances unpaid for a period of thirty days after they become due, with a minimum charge of fifty cents.

7. **OWNERSHIP OF PROPERTY:** The Depositor represents and warrants to the Company that Depositor has the lawful possession of and legal right and authority to store all the property tendered and to contract for services in accordance with the provisions, limitations, terms and conditions herein set forth, and that there are will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of the Depositor to store or otherwise contract for services in relation thereto.

8. WAREHOUSEMAN'S LIEN:

- a) It is agreed that the Company shall have a lien against the Depositor or the Depositor's successor in interest upon any and all property deposited with it or heretofore or hereafter deposited with it, and on the proceeds from the sale thereof for all charges provided herein, including, without limitation, claims for monies advanced, storage, transportation, interest, labor and all other charges or expenses in relation to said property or any part thereof; and also for court costs, reasonable attorneys' fees and other legal expenses incurred by the Company as a result of any litigation in which the Company may be involved in connection with the deposited goods, as well as any and all other charges and expenses for notice and advertisement of sale and sale of the property, where default has been made; also for all costs, including court costs and reasonable attorneys' fees in collecting charges or enforcing this lien, or caused for any controversy arising out of conflicting claims or ownership of any interpleader action arising from the bailment of the goods, or defending itself in the event the Company is made a party to any litigation concerning the goods stored hereunder.
- b) All goods upon which the Company has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest as hereinabove provided, which charges are not paid when due, plus the expense for preservation of the goods reasonably incurred in their sale after notice to the Depositor and publication of the time and place of sale, as well as any legal expenses, including reasonable attorneys' fees which may be necessitated by said sale.
- c) The lien upon any and all property deposited with the Company shall also include unpaid charges and expenses pertaining to property previously deposited with the Company, regardless of whether said property has been delivered by the Company.
- d) The parties agree that in any sale conducted to satisfy the Company lien, all property in storage which is subject to the lien shall be sold. Proceeds of sale, in excess of charges secured by the lien plus the cost of preserving the goods in conducting the sale, shall be remitted to the depositor.

- e) The Company may as its option bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon this lien.
- f) The Company shall have a further lien and may reserve other security interest in property which has been or will be deposited with it to secure repayment of monies and interest thereon advanced to a depositor or on depositor's account.
- g) The Company shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its warehouseman's lien pursuant to the appropriate provisions of the States' Uniform Commercial Code and/or relevant Statutes.

9. **SERVICES TO STORED GOODS:** The services undertaken to be performed by the Company are limited to storage, packing, incidental moving and shipping; and the Company does not accept responsibility in respect to additional attention or service. Should the Company, however, in its sole discretion, determine that moth-treating, fumigation, or otherwise treating or handling all or any portion of the goods stored hereunder is necessary for the protection of the goods, or of other depositor's goods stored in the depository, it may render such additional service and add its charges therefore to the amount payable by the depositor hereunder.

10. **ADDITIONS TO STORAGE LOT:** Any additional property deposited for storage as part of this lot, while this agreement is still outstanding, shall be subject to the terms, limitations and conditions hereof. The declared value on the original goods in storage shall be increased by the value declared on the addition to storage, or, if no value is declared, by an amount based on the same released valuation rate declared on the original storage lot. The periodic storage and valuation charges shall be correspondingly increased. The word "lot" as used herein means the unit or units of goods for which a separate storage account is to be kept by the Company.

11. **DELIVERY AND ACCESS TO GOODS:** The goods deposited hereunder will be ready for delivery on five days' notice, to the depositor or to any other specified person on depositor's behalf on presentation of written authority executed by the depositor, and provided that all charges then outstanding on the account are fully paid in cash, money order or certified check before access to or delivery of goods is made. The Company is authorized to act for the depositor in arranging for delivery or shipment of goods from storage on the basis of the declared value as provided for in paragraphs 4 & 10 herein; except that when no value has been declared, then the Company is authorized to release the goods to the carrier the Company selects at the lowest value required or permitted by the applicable tariff in effect at the time of shipment; and the carrier's or forwarder's liability shall be limited to such valuation.

The Company will not be responsible for delays in delivery caused by strikes or other conditions beyond its control.

12. **TERMINATION OF STORAGE:** The Company reserves the right to terminate storage of the goods at any time by giving the depositor thirty days' written notice of its intention to do so. Such notice shall be given by certified or registered mail addressed to the last known place of business or abode of the depositor.

13. **TRANSFER OF GOODS:** It is agreed that the Company may, upon written notice to the Depositor, transfer the goods from the address shown herein and store same in any other depository operated by the Company; and may, without notice to the Depositor, move the same, or any part thereof, from one location to another within the building.

Unless all storage and other charges are paid up in full, the transfer or reissuance of any documents issued hereunder or of title to the goods will not be recognized by the Company nor will delivery be afforded to the depositor. The Company in its sole discretion shall decide whether depositor's account is paid up so as to permit such transfer or reissue or delivery. Any transfer of issued documents or title to the goods must be entered on the books of the Company, and until such instructions from the depositor are delivered and accepted by the Company, the transfer shall not be effective as against the Company.

14. **CORRECTION OF ERRORS:** The depositor agrees that unless notice to the Company is given in writing within ten days after the receipt of this Warehouse Receipt and Storage Contract and Inventory List is made a part thereof, all of these documents, including any exceptions noted thereon as to the condition of the property when received for storage shall be deemed to be correct and complete.

15. **CHANGE OF ADDRESS:** It is expressly understood and agreed that any notices of any kind whatsoever to be given to the depositor shall be sent to the address shown on the face of this Storage Contract/Warehouse Receipt unless and until written notice or change is given by the Depositor to the Company and the Company acknowledges it on its following periodic statement.

No notice of any change of address shall be valid or binding against the Company if given in any other manner.

16. **INSURANCE:** Depositor's goods are NOT INSURED by the Company. The company's liability is limited to the specific amounts and conditions as set forth in this agreement. The depositor may secure his own insurance policy or coverage but in no event shall the Company act as an agent or otherwise provide insurance coverage with regard to the Depositor's property. The Company shall be entitled to the benefit of the insurance secured by the Depositor with regard to the goods deposited when and if the Depositor makes a claim for alleged loss or damage to said goods.

17. **BUILDING - FIRE WATCHMEN:** No warranty or representation is made that any of the buildings operated by the Company are fireproof or that the goods stored therein cannot be destroyed by fire. The Company shall not be required to maintain a watchman, and its failure to do so shall not constitute negligence.

18. **TIME FOR FILING CLAIMS:** The Company shall not be liable for the loss or destruction of, or damage to the goods deposited hereunder, or any part thereof, unless claim is made in writing, supported by a paid delivery bill and filed with the Company within sixty days after the date the goods are delivered or demand thereof is refused.

No suit may be instituted by the depositor against the Company to recover for claimed loss or damage unless such action is commenced within twelve months next after the date of delivery by the Company or demand thereof is refused.

ENTIRE AGREEMENT - SEVERABILITY - This agreement represents the entire contract between the parties hereto and cannot be modified, except in writing, signed by the Depositor and officer of the Company, and it shall be deemed to apply to all property of any nature or description which the Company may now or at any time in the future, store, pack or ship for the Depositor's account.

If any paragraph or portion thereof is found to be unenforceable, for any reason, it shall not affect the remainder of this contract, and said contract shall be fully enforceable and shall govern the rights and responsibilities of the parties.

THE FINAL SETTLEMENT OF THIS ACCOUNT MUST BE MADE IN CASH, MONEY ORDER OR CERTIFIED CHECK AND PAYMENT IN FULL OF ALL CHARGES IS REQUIRED BEFORE DELIVERY FIVE DAYS NOTICE REQUIRED, IN WRITING, FOR ACCESS OR DELIVERY OF GOODS