



Estes Forwarding Worldwide, LLC  
 100 Gateway Centre Parkway, Suite 110  
 Richmond, VA 23235

RECEIVED BY:  
 AT:

<b>RECEIVED FROM:</b>
<b>FOR THE ACCOUNT OF:</b>

<b>INVOICE</b>
<b>INVOICE DATE</b>
<b>RECEIPT NO.</b>

<b>DATE RECEIVED</b>	<b>DEPOSITOR REFERENCE</b>	<b>DEPOSITORS WHSE NO.</b>	<b>SEALS</b>
			1)
<b>ROUTE</b>	<b>VEHICLE NO.</b>	<b>FREIGHT OR PRO NO.</b>	
			2)

QUANTITY	SAID TO BE OR CONTAIN (DESCRIPTION)				CHARGE TYPE	RATE	AMOUNT
	ITEM NO.	WHSE LOT NO.	CODE	WEIGHT			

<b>TOTAL QUANTITY</b>	<b>TOTAL WEIGHT</b>	<b>TOTAL STORAGE</b>	<b>TOTAL HANDLING</b>	<b>TOTAL OTHER</b>

<b>MAKE CHECKS PAYABLE AND REMIT TO:</b>	<b>PLEASE PAY THIS AMOUNT:</b>
<b>TERMS: Payment due within 30 days of invoice date</b>	

This company claims a lien for all lawful charges for storage and preservation of the goods; also for all lawful claims for money advanced, interest, insurance, transportation, labor, weighing cooperating and other charges and expenses in relation to such goods, and for the balance on any other accounts that may be due. **The property covered by this receipt has not been insured by this company for the benefit of the depositor against fire or any other casualty.**

This is to certify that we have received the goods marked as shown above in apparent good order, except as noted hereon (contents, condition and quality unknown) subject to all terms and conditions herein and on the reverse side hereof. Such property will be delivered to the Depositor upon the payment of all charges.

**BY:** \_\_\_\_\_  
**THIS RECEIPT IS VALID ONLY WHEN SIGNED BY AN AUTHORIZED AGENT**

# STANDARD WAREHOUSE TERMS AND CONDITIONS

The property, described on this receipt is stored and handled in accordance with the terms and conditions of the Contract and Rate Quotation. These Contract and Rate Quotation terms and conditions are repeated below for the convenience of the storer and others having an interest in the property.

## ACCEPTANCE - Sec. 1 and Rate Quotation

- (a) This contract and rate quotation including accessorial charges endorsed on or attached hereto must be accepted within 30 days from the proposal date by signature of depositor on the reverse side of the contract. In the absence of written acceptance, the act of tendering goods described herein for storage or other services by warehouseman within days from the proposal date shall constitute such acceptance by depositor.
- (b) In the event that goods tendered for storage or other services do not conform to the description contained herein, or conforming goods are tendered after 30 days from the proposal date without prior written acceptance by depositor as provided in paragraph (a) of this section, warehouseman may refuse to accept such goods. If warehouseman accepts such goods, depositor agrees to rates and charges as may be assigned and invoiced by warehouseman and to all terms of this contract.
- (c) This contract may be cancelled by either party upon 30 days written notice and is cancelled if not storage or other services are performed under this contract for a period of 180 days

## SHIPPING - Sec 2

Depositor agrees not to ship goods to warehouseman as the named consignee. If, in violation of this agreement, goods are shipped to warehouseman as named consignee, depositor agrees to notify carrier in writing prior to such shipment, with copy of such notice to the warehouseman, named as consignee is a warehouseman and has no beneficial, title or interest in such property and depositor further agrees to indemnify and hold harmless warehouseman from any and all claims for unpaid transportation charges including undercharges, demurrage, detention or charges of any nature in connection with goods so shipped. Depositor further agrees that, if it fails to notify carrier as required by the next preceding sentence, warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage of and nature related to such goods. Depositor agrees that all promises contained in this section will be binding on a depositor's heirs, successors and assigns.

## TENDER FOR STORAGE - Sec. 3

All goods for storage shall be delivered at the warehouse property marked and packaged 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 and other desired

## STORAGE PERIOD AND CHARGES - Sec. 4

- (a) All charges for storage are per package and other agreed unit per month.
- (b) Storage charges become applicable upon the date that warehouseman accepts care, custody and control of the goods, regardless of unloading date or date of issue of warehouse receipt.
- (c) Except as provided in paragraph (d) of this section a full month's storage charge will apply on all goods received between the first and the 15th inclusive, of a calendar month; one-half month's storage charge will apply on all goods received between the 16th and last day, inclusive of a calendar month, and a full month's storage charge will apply to all goods in storage the first day of the next and succeeding calendar months. All storage 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.

When mutually agreed by the warehouseman and the depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date to the next and succeeding months. All storage charges are due and payable on the first day of the storage month.

## TRANSFER TERMINATION OF STORAGE. REMOVAL OF GOODS - Sec. 5

- (a) Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by warehouseman, and all charges up to the time of transfer is made are chargeable to the depositor of record. If a transfer involves rehandling the Bonds, such will be subject to a charge. 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 a certified or registered mail to the depositor of record or to the last known holder of the negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any other of his warehouses; but if such depositor or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman may, without notice move goods within the warehouse in which they are stored.  
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.
- (c) If warehouseman in good faith believes that the goods are about to 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 any reasonable shorter time for removal of the goods and in case the goods are not removed, may sell them at public sale hold one week after single advertisement or posting as provided by law.
- (d) 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 a hazard to other property or to the warehouse or to persons, the warehouseman may sell the goods at public or private sale without advertisement on reasonable notification to all persons known to claim interest in the goods. If warehouseman after a reasonable effort is unable to sell the goods he 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, from the warehouse and shall incur no liability by reason of such removal.

## HANDLING - Sec. 6

- (a) The handling charge covers the ordinary labor involved in receiving goods at warehouse door, placing goods in storage, and returning goods to warehouse door. Handling charges are due and payable on receipt of goods.
- (b) Unless otherwise agreed, labor for unloading and loading goods will be subject to a charge. Additional expenses incurred by the warehouseman in receiving and handling damaged goods and additional expense in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the depositor.
- (c) Labor and materials used in loading rail cars or other vehicles are chargeable to the depositor
- (d) When goods are ordered out in quantity less than in which received, the warehouseman may make an additional charge for each order or each item of an order.
- (e) The warehouseman shall not be liable for demurrage, delays in unloading, inbound cars, or delays in obtaining and loading cars for outbound shipment unless warehouseman has failed to exercise reasonable care.

## DELIVERY REQUIREMENTS - Sec. 7

- (a) No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the depositor. However, when no negotiable receipt is outstanding, goods may be delivered upon instructions by telephone 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 receipt, properly endorsed, is surrendered for cancellation, or for endorsement or 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 a reasonable time shall be given the warehouseman to carry out instructions, and if he 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.

## EXTRA SERVICES (SPECIAL SERVICES) - Sec. 8

- (a) Warehouse labor required for services other than ordinary handling and storage charged to the depositor.
- (b) Special services requested by depositor including but not limited to compiling of special stock statements; reporting marked weights, serial numbers or other data from packages; physical check of goods, and handling transit billing will be subject to a charge.
- (c) Dunnage, bracing, packing materials, or other special supplies, may be provided for the depositor at a charge in addition to the warehouseman's cost.
- (d) By prior arrangement, goods may be received or delivered; during other than usual business hours, subject to a charge.
- (e) Communication expense including postage, teletype, telegram or telephone will be charged to the depositor if such concern more than normal inventory reporting or if, at the request of the depositor, communications are made by other than regular United States Mail.

## BONDED STORAGE - Sec. 9

- (a) A charge in addition to regular rates will be made for merchandise in bond.
- (b) Where a warehouse receipt covers goods in U.S. Customs bond, such receipt shall be void upon the termination of the storage period fixed by law.

## LIABILITY - Sec. 10

- (a) Goods which are subject to damage through temperature or humidity changes or other causes incident to general storage will be received in general storage only at depositors risk for such damage as might result from general storage conditions.
- (b) Warehouseman and depositor mutually agree to furnish each other with waivers of the rights of subrogation of their respective insurance carriers of their fire and extended coverage policies.

## MINIMUM CHARGES - Sec 11

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

## LIABILITY AND LIMITATIONS OF DAMAGES- Sec. 12

- (a) The warehouseman shall not be liable for any loss or injury to goods stored however caused unless such loss or injury resulted from the failure by the warehouseman to exercise such care in regard to them as a reasonably careful man would exercise under like circumstances and warehouseman is not liable for damages which could not have been avoided by the exercise of such care,
- (b) Goods are not insured by warehouseman against loss or injury however caused.
- (c) The depositor declares that damages are limited to \_\_\_\_\_  
Provided however, that such liability may at the time of acceptance of this contract in section 1 be increased on part or all of the goods hereunder in which event a monthly charge of \_\_\_\_\_ will be made in addition to the regular monthly storage.
- (d) All goods under the responsibility of the warehouse company are at owner's risk or loss of damage caused by fire, wind, water, sprinkler leakage, rats, mice, vermin, leakage, or providential causes, or by enemies of Government, or mobs, or breakable goods not properly packed, or from any cause beyond the control of the warehousemen. The responsibility of the warehouseman is defined by the Laws of the State. The warehouseman will assume no responsibility for concealed damage, leakage, variation in weight, or for loss in weight by reason of defective or insufficient containers, or delays, whether occurring while goods are in storage or are being handled, nor for failure to detect or remedy same, nor for loss or delays caused by strikes or civil commotions.

## NOTICE OF CLAIM AND FILING OF SUIT- Sec. 13

- (a) Claims by the depositor and all other persons must be presented in writing to the warehouseman within a reasonable time, and in no event longer than either 60 days after delivery of the goods by the warehouseman or 60 days after depositor of records 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 or injury to the goods stored unless timely written claims has been given 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 goods 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 of a registered or certified letter to the depositor of record or the last known holder of a negotiable warehouse receipt. Time limitations for presentation of a claim in writing and maintaining of action after notice begin on the date of mailing of such notice by warehouseman.

## ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THIS CONTRACT

Nothing, entered hereon shall be construed to extend the warehouseman's liability beyond the standard of care specified in Section 12 above.