



Standard Contract Terms and Conditions for Warehouse Receipt | Appendix I

1) Definitions

In these Terms and Conditions, the word "warehouseman" means the issuer of this non-negotiable receipt, his employees, servants, successors and assigns, and the words "owner", "storer" or "depositor" means the party for whose account the goods are stored.

2) Contract

Subject always to legislation in force governing warehouse receipts in the province where the goods covered by this Receipt are stored, this Receipt including the Terms and Conditions hereinafter set out, when delivered or mailed to the owner or depositor of the goods at his address last known to the warehouseman, shall constitute the contract between the owner or depositor and the warehouseman; provided that the owner or depositor may within twenty days after such delivery or mailing, notify the warehouseman in writing that he does not accept the contract and forthwith thereafter shall pay the warehouseman's lien for charges and remove the goods. If such notice be not given then this Receipt constitutes the contract.

3) Warehouseman's Lien

All advances and charges are due and payable prior to delivery or transfer of the stored goods under provision of the Warehouseman's Lien Act. The warehouseman shall have a lien upon and security interest in all goods of storer at any time heretofore and hereafter deposited by storer in any warehouse owned or operated by the warehouseman. Such lien and security interest shall be for all charges, advances and expenses in relation to such goods of storer including without limitation, damage caused by such goods, whether or not heretofore released from the warehouse. In the event of nonpayment of any such amounts, the warehouseman has the right, after reasonable notice, to sell or otherwise dispose of the goods in any manner he may think fit to satisfy his lien.

4) Basis of Charges

Any charge made with respect to the goods covered by this receipt shall conform to the warehouseman's quotation and/or tariff in effect at the time the service is performed. Storage rates are per calendar month or part thereof unless indicated otherwise.

5) Access and Inspection

The storer may, subject to the warehouseman's security and insurance regulations and other reasonable limitations, have access to the goods at any reasonable time, provided the storer or his authorized representative is accompanied by an employee of the warehouseman, whose time may be, at the discretion of the warehouseman, an additional charge to storer.

6) Hazardous and Polluting Goods

Hazardous or polluting goods mean any substance, product, material or good whether gaseous, liquid or solid which is hazardous, dangerous to or capable of injuring or interfering with human, animal or plant life, or the environment and, in particular, includes any substance, product, material, waste or good that is defined as a waste, toxic substance, hazardous substance, polluting substance, special waste or dangerous good in or pursuant to any law, regulation, guideline or order of any authority of competent jurisdiction.

Hazardous or polluting goods shall not be delivered to the warehouse unless the warehouseman has previously agreed in writing to accept such hazardous or polluting goods.

Storer shall indemnify and save warehouseman harmless from and against any and all direct and indirect claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury or damaged property resulting by any means whatsoever from such goods.

Warehouseman shall have the right to require the removal from its premise or the return to storer of any goods or substance, of any kind or description, at any time, without stated reason, on written notice of not less than (30) days from the end of the current storing month such removal or return to be at storer's expense.

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7) Liability of Warehouseman

A) The responsibility of the warehouseman is the reasonable care and diligence required by the laws of the province where the goods are stored.

B) The quality, condition, contents and value of goods stored are not known to the warehouseman except as declared and described on the face of the Receipt by the storer.

C) Goods covered by this Receipt are **not** insured by the warehouseman, unless by prior written arrangements.

D) Without limiting the generality of the foregoing, it is specifically declared that:

i) All goods are stored at the owner's risk of loss, damage or delay in delivery caused by or through inaccuracies, obliteration or absence of marks, numbers, address or description, act of God, irresistible force, enemies of the Queen, civil or military authorities, insurrection, riot, strikes, picketing or any other labour trouble, water steam, sprinkler leakage, floods, rain, wind, storm, fire, frost, vermin, heating or corruption, deterioration, drainage, dampness, rust, decay, collapse of the building, inevitable accident, depreciation or perishing by elapse of time, changes in temperature, contact with or odours from other goods, inherent defects, lack of any special care of precaution, injury to articles insufficiently protected or arising from the nature of the goods, loss in weight, **insufficiently** cooperation, boxing, crating or packing, ordinary wear and tear in handling, leakage, concealed damage or any cause beyond the control of the company or failure to detect any of the foregoing. All storage and other applicable charges must be paid on goods stored for an additional time, or lost or damaged by any of the above causes.

ii) The legal liability of the warehouseman shall be strictly limited to the lesser of the monetary amount of the damage incurred or 100 times the monthly storage rate on any one package or stored unit with the contents (or, in cases where the warehouseman's charges are calculated for other than actual storage, maximum \$50.00 per unit) unless the owner specifically requests a higher limit in writing and declares an excess value, in which case the warehouseman may, at his option, accept liability and assess an additional charge to the monthly storage or other applicable rate.

E) The warehouseman shall not, in any event, be liable for any claim of any type whatsoever with respect to the stored goods unless such claim is presented in writing within a reasonable time, not exceeding 30 days after storer learns of, or, in the exercise of reasonable care, should have learned of the loss, damage or destruction of said goods.

8) General

A) All incoming shipments should be consigned to the storer, c/o the warehouseman, freight prepaid, unless agreed otherwise by the warehouseman. The warehouseman reserves the right to refuse acceptance of any goods improperly consigned or shipped with under freight terms which are contrary to those agreed between the storer and the warehouseman.

B) If a checker is not furnished by the storer or transportation company, the warehouseman's load or unload count shall be conclusively deemed to be correct, unless proven otherwise.

C) If the warehouseman has agreed in writing to accept any hazardous or polluting good or substance for storage, then the storer shall provide the warehouseman in advance with detailed written information and instructions regarding the nature of the good or substance, any legislation applicable to the storage or handling of the good or substance and any other information necessary or helpful to warehouseman in complying with the reporting, record keeping, employee training, notification and similar requirements regarding such good or substance. Storer shall promptly advise warehouseman of any changes in any such information and instructions. Storer assumes all liability for costs incurred and/or damages resulting from his failure to provide the warehouseman the above advance written information and instructions and/or prompt written information or instructions regarding changes to the hazardous goods or substances being stored.

D) The warehouseman shall have no responsibility for error resulting from verbal or telephoned shipping instructions, unless written confirmation of such instructions is received not less than twenty-four hours prior to the shipment of goods.

E) When errors in shipment occur, any liability of the warehouseman shall be strictly limited to the transportation costs involved to rectify any such error, and shall not, under any circumstances, include liability for damages, due to the acceptance or use of said goods, nor shall the warehouseman be liable for the collection of moneys in regard to said goods; Nor shall the warehouseman be liable for the consequential damages of any kind whatsoever.

F) The warehouseman shall not be responsible for delays in loading nor unloading railway cars, nor for any demurrage charges or other time penalties arising from any delay which cannot reasonably be avoided by the warehouseman in the normal course of its business.

9) Waiver – Severability

A) The warehouseman's failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance thereof and shall not constitute a waiver or estoppel to insist upon strict compliance with all other provisions of this Warehouse Receipt.

B) In the event any section of this Warehouse Receipt or part thereof shall be declared invalid, illegal and unenforceable, the validity, legality and enforceability of the remaining sections and parts shall not, in any way, be affected or impaired thereby.

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