

**ALG ADMIRAL, INC.****TERMS AND CONDITIONS OF CONTRACT FOR WAREHOUSING**

**Section 1, TENDER FOR STORAGE:** All goods for storage shall be delivered at the warehouse properly marked and packed for handling. The storer 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.

**Section 2, STORAGE PERIOD AND CHARGES:** A full month's storage charge will apply on all goods received between the first and fifteenth, inclusive of a calendar month; one-half's month's storage will apply on all goods received between the sixteenth and the last day inclusive of a calendar month; and a full month's storage charge will apply to all goods in store on the first day of the next month and succeeding calendar months.

**Section 3(a), TRANSFER, TERMINATION OF STORAGE, REMOVAL OF GOODS:** Instructions to transfer goods on the books of the warehouseman are not effective until delivered to and accepted by him, and all charges up to the time of transfer is made are chargeable to the storage of record. If a transfer involves re-handling goods it will be subject to a charge. When goods in storage are transferred from one party to another thru issuance of a new warehouse receipt, a new storage date is established on the date of the transfer.

**Section 3(b):** The warehouseman reserves the right to move, at his own expense of transfer, and upon notice sent by certified or registered mail to the storer of record or to the last known holder of the non-negotiable warehouse receipt, any goods in storage from the warehouse in which they may be stored to any of his other warehouses; but if such storer or holder takes delivery of his goods in lieu of transfer, no storage charge shall be made for the current storage month. The warehouseman without notice can move goods within the warehouse in which they are stored.

**Section 3(c):** The warehouseman may upon written notice to the storer of record and to any other person known by the warehouseman to claim an interest in the goods require the removal of the goods by the end of the next succeeding storage month. Such notice shall be given by delivery in person or registered letter addressed to the last known place of business or abode of the person to be notified.

**Section 3(d):** In the event goods may be about to deteriorate or may constitute a hazard to other property or to the warehouse or persons, the goods may be removed or disposed of by the warehouseman as provided by law.

**Section 4(a), HANDLING:** The handling charge covers the ordinary labor involved in receiving goods at the warehouse door, placing goods in storage, and returning goods to the warehouse door. The handling charge, unless otherwise specified, includes the unloading of regular boxcars. Handling charges will be billed with the storage for the first month.

**Section 4(b):** Labor for unloading goods from other than regular boxcars will be charged to the storer.

**Section 4(c):** Any additional expenses incurred by the warehouseman in unloading damaged goods will be charged to the storer.

**Section 4(d):** Labor and materials used in loading rail cars or other vehicles are chargeable to the storer.

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**Section 4(e):** The warehouseman, unless he has failed to exercise due care and diligence, shall not be responsible for demurrage, nor for delays in unloading in-bound cars, nor for delays in obtaining cars for outbound shipments.

**Section 5(a), DELIVERY REQUIREMENTS:** No goods shall be delivered or transferred except upon receipt by the warehouseman of complete instructions properly signed by the storer. However, when no non-negotiable receipt is outstanding, goods may be delivered upon instructions by telephone in accordance with a prior written agreement, but the warehouseman shall not be held responsible for loss and/or error occasioned thereby.

**Section 5(b):** When a non-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 is properly endorsed, is surrendered for cancellation, or for endorsement of partial delivery thereon. If a non-negotiable receipt is lost or destroyed, delivery of the goods may be made only upon order of a court of competent jurisdiction and the giving of a bond with sufficient sureties to be approved by the court.

**Section 5(c):** When goods are ordered out, a reasonable time shall be given to the warehouseman in order to carry out instructions, and if he is unable because of fire, acts of God, war, public enemies, strikes, lockouts, riots and civil commotions or causes beyond his control to effect delivery before expired storage dates, the goods will continue subject to regular storage charges.

**Section 6(a), EXTRA SERVICES (Special Services):** Warehouse labor required for services other than ordinary handling and storage will be charged to the storer.

**Section 6(b):** Clerical labor for compiling of special stock statement, for reporting marked weights, serial numbers or other data from packages in store, or for the physical check of goods in store, or for handling transit billing, or other similar services, will be charged to the storer.

**Section 6(c):** Dunnage, bracing, packing materials, or other special supplies, may be provided for the storer at a charge in addition to the warehouseman's costs.

**Section 6(d):** By prior arrangement, goods may be received or delivered during other than usual business hours, subject to a charge to the storer.

**Section 6(e):** Communication expense, including postage, teletype, telephone, facsimile or data transmission will be charged to the storer at cost if they concern more than the normal inventory reporting or if, at the request of the storer, communications are made by other than regular United States mail.

**Section 7(a), BONDED STORES:** A charge in addition to regular rates will be made for merchandise in bond

**Section 7(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.

**Section 8(a), MINIMUM CHARGES:** A minimum handling charge per lot and a minimum storage charge per lot month will be made. When a warehouse receipt covers more than one lot or when a lot is an assortment, a minimum charge per mark, brand, or variety will be made.

**Section 8(b):** A minimum monthly charge to one account for storage and/or handling will be made. This charge will apply also to each account when one customer has several accounts, each requiring separate records and billing.

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**Section 9(a), LIABILITY:** The warehouseman assumes no liability for any loss or injury to the goods stored which could have been avoided by the exercise of reasonable care required by law of a reasonably careful man. Goods are stored at depositor's risk of loss or damage by acts of God, seizure or other acts of civil or military authority, insurrection, riot, strike, or enemies of the government, for loss or damage resulting from inadequate packaging or wear and tear, or from any cause beyond the warehouseman's control. Warehouseman shall not be responsible for loss or damage resulting from sprinkler leakage, fire, insect or rodent infestation, or any other cause, unless such damage results from his failure to exercise the degree of care required by law.

**Section 9(b):** 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 depositor's risk for such damage as might result from general storage conditions.

**Section 9(c):** Goods are not insured by the warehouseman for the benefit of the depositor against fire or any other loss or injury.

**Section 10(a), LIMITATION OF DAMAGES AND CLAIMS:** The depositor declares that damages are limited to \$0.10 per pound of lost or damaged product, however, such liability may be increased on all of the goods under this warehouse receipt, upon written request by the depositor within a reasonable time after the depositor has received a warehouse receipt, in which event a monthly charge of 2/10 of one percent per month on the excess valuation will be made in addition to the regular monthly storage charge.

**Section 10(b):** Claims by the depositor must be presented in writing within a reasonable time, and in no event longer than 60 days after delivery of the goods. No action may be maintained by the depositor against the warehouseman for loss or damage to goods covered hereunder unless within 9 months after the date of delivery by the warehouseman.

**Section 11, RULES AND REGULATIONS:** A copy of the warehouseman's Rules and Regulations are available upon request and are publicly posted for review via the Internet at [www.algworldwide.com](http://www.algworldwide.com)

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