

WAREHOUSE TERMS AND CONDITIONS

- 1. Goods:** Customer warrants that it is the owner and/or has lawful possession of the goods and that it has sole legal right to store and thereafter direct the release and/or delivery of the goods. Customer agrees to indemnify and hold harmless (including legal fees and costs) Owner of and from any claim by others relating to the ownership, storage and release of the goods, and/or any other services provided by Owner under this receipt.
- 2. Services:** Owner shall receive, store and release the goods in its Facility identified on the face hereof. Owner may provide other services as requested by Customer, at the rates set forth on Owner's Rate Sheet or Owner's standard rates for the same; such additional services shall be provided by Owner not as a bailee or warehouseman but, rather, solely as agent for Customer.
- 3. Rates/Charges:** Rates/Charges shall be identified on the face hereof and/or Owner's Rate Sheet in effect at the time such charge accrues or the service is performed. Rate Sheets shall be provided at the time of deposit of goods into storage and/or upon request. Additional handling charges shall apply whenever goods are moved including to a platform for delivery. When part of a lot is transferred and/or physical separation of items is requested, labor and other charges may also apply. Charges for additional services performed by Owner shall be separately billed as such services are performed or upon delivery of goods. Customer as well as the shipper, owner and consignee of the goods, and the goods themselves, shall be jointly and severally liable for all charges.
- 4. Payment:** All charges are net, due and payable without offset or deduction within fifteen (15) days from date of invoice. Charges due but not paid shall accrue interest at one percent (1%) per month from due date until paid in full. Should Customer fail to pay any sum when due, all charges relating to any of Customer's lots stored at the Facility shall be immediately due and payable.
- 5. Warranties:** In addition to the warranties set forth in section 1, above, Customer warrants that the information as to count, weight, description and condition of the goods set forth on the face hereof and/or any delivery documents are accurate and may be relied upon by Owner.
- 6. Special/Hazardous Goods:** Customer must identify to Owner in writing and prior to deposit all goods requiring any specialized handling or which are in any way dangerous and/or hazardous, and Carrier must specifically agree to store the same. If accepted by Owner, Customer shall be solely responsible for providing complete and accurate handling and storage instructions, including relevant safety procedures and contact information, and shall complete all documents and comply with all laws applicable to such goods. If the special, dangerous or hazardous character of the goods creates a risk of harm to persons or property, or makes the continued storage thereof impractical, Owner shall be at liberty to discharge, store and/or dispose of such goods at Customer's risk and expense.
- 7. Lien Rights:** Owner shall have a lien on the goods deposited by Customer and upon the proceeds from the sale thereof for all charges hereunder, including for storage, handling, processing, transportation and/or labor and all other charges and expenses whatsoever relating to Customer's goods and/or the storage of the same hereunder. This lien may be enforced by Owner at any time. If goods are transferred in the Facility from the account of one party to another, and should the charges relating to such goods not be paid in full on the date of such transfer, the lien for such charges shall attach to the goods retained in the warehouse by the transferor AND to the goods transferred to the transferee. Owner may require a transferee to acknowledge such lien rights.
- 8. Additions to Lot:** Additional goods hereafter delivered by Customer as part of this lot while this receipt is outstanding shall be deemed to be included herein and shall be subject to the terms and conditions of this receipt.
- 9. Corrections:** Unless written notice is given to Owner within ten (10) days after receipt by Customer, this Receipt shall be deemed complete and correct.
- 10. Termination:** Owner may, upon thirty (30) days written notice to Customer, with or without cause, require the removal of the goods or any portion thereof And payment of all charges hereunder, whether or not there has been default by Customer. If the goods are not removed, Owner may sell the goods and exercise any other rights it may have by law. Without limiting the foregoing, Owner may require the removal of the goods or any portion thereof upon ten (10) days written notice if in its opinion the goods have or may have deteriorated in value to less than the amount of Owner's lien on such goods.
- 11. Liability:** Owner shall be responsible for exercising reasonable care under the circumstances, and shall not be liable for any loss, damage or injury to the goods that could not have been avoided by the exercise of such reasonable care. In the event of loss, damage, shortage, failure to deliver and/or misdelivery involving the goods for which Owner is legally liable, Owner shall be responsible only to the extent of the actual cost to repair, restore and/or replace such goods, or ten cents (10¢) per pound for such goods, whichever is less. An excess valuation charge may be assessed in the event a higher value is declared by Customer. Customer agrees that the forgoing shall be its exclusive remedy against Owner for any claim or cause of action whatsoever relating to the goods or services hereunder.
- 12. Consequential Damages:** OWNER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF USE AND/OR LOSS OF ABILITY TO USE UNDAMAGED COMPONENT OR SYSTEM PARTS, WHETHER RESULTING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES MAY HAVE BEEN FORSEEABLE BY ANY PERSON OR ENTITY.
- 13. Insurance:** The goods are not and shall not at any time be insured by Owner. The charges assessed hereunder do not include any insurance coverage.
- 14. Access and Delivery:** The goods shall be ready for delivery on forty-eight (48) hours notice to Customer upon presentation of a Release Order executed by customer, provided that all charges have been paid in full. Owner shall not be responsible for any delay in delivery caused by conditions beyond its control. No transfer of the Receipt shall be recognized unless all charges are paid, the transfer is entered on Owner books and an additional charge is assessed. Additional charges will also be assessed for any access to or partial delivery of goods. If Owner has been unable to remove/deliver the goods due to causes beyond its control, the goods shall be automatically subject to storage charges for the next succeeding storage period. Customer shall be responsible for all shipping, handling and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the goods, and Customer agrees to indemnify and hold harmless (including legal fees and costs) Owner of and from any liability, expenses and cost arising out of and/or relating to any claim made by any such carrier and/or third party.
- 15. Claims:** Customer shall notify Owner in writing of any loss, damage, shortage, failure to deliver and/or misdelivery of the goods within three (3) business days from the date and time when such was initially discovered by Customer. Customer must retain and permit Owner to inspect the relevant goods. All claims must be presented to Owner in writing within thirty (30) days after discovery of such, and any suit must be commenced within nine (9) months following date claim was made. Failure to comply with any of the foregoing shall preclude Customer from maintaining any claim or suit against Owner.
- 16. Extension of Benefits:** All limitations upon, and exceptions and defenses to, liability granted to Owner shall be automatically extended to all parent, subsidiary and affiliated entities and all subcontractors of Owner and the owners, directors, officers, employees and agents of each of the foregoing.
- 17. Law and Forum:** This receipt shall be governed by the laws of the State of Colorado. Any litigation arising out of the Receipt shall be filed in Denver, Colorado, with the substantially prevailing party in such litigation entitled to recover its reasonable legal fees and costs.
- 18. Execution:** This Receipt may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. A facsimile signature shall be equivalent to an original.
- 19. Integration:** The headings used above are for convenience of reference only, and may not be construed so as to give any substantive meaning to the agreement between the parties. This Receipt, in conjunction with any Rate Sheet and Release Order issued in connection herewith, constitutes the entire agreement between Owner and Customer, and may not be altered or amended unless through a writing signed by both parties.