

YOUR COMPANY (HEREINAFTER "WAREHOUSEMAN") ADDRESS: _____ TEL: _____ CONTACT NAME: _____ WEBSITE: _____ RECEIVING: _____	YOUR LOGO	_____ (HEREINAFTER "DEPOSITOR" OR "LESSEE") ADDRESS: _____ TEL: _____ CONTACT NAME: _____
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MASTER WAREHOUSE RECEIPT FOR ALL GOODS AT ALL WAREHOUSES

THIS WAREHOUSE RECEIPT IS NON-NEGOTIABLE

DATE GOODS DEPOSITED: _____ / _____ / _____	STORAGE LOCATION: _____
ACCOUNT NAME: _____	ACCOUNT NUMBER: _____
SHIPPER REP DELIVERING: _____	SHIPPER COMPANY & PHONE #: _____

GOODS RECEIVED IDENTIFICATION NUMBERS (ROUTING, FREIGHT BILL, CARGO, ETC.):

Depositor/Lessee has delivered Goods to Warehouseman or is Delivering Goods to Warehouseman for storage at various locations that are owned or controlled by Warehouseman. This MASTER WAREHOUSE RECEIPT FOR ALL GOODS AT ALL WAREHOUSES (hereinafter "Warehouse Receipt" or "Agreement") covers all Goods that are in storage or are going to be in storage. It also covers any other Goods that are stored with us at any time and at any of Warehouseman's Warehouses. The Goods deposited with Warehouseman are in apparent good order upon delivery to Warehouseman, except as noted herein. Warehouseman is not required to open any crates or containers (both referred to as Containers) and is not liable for damaged goods that are not visible with an exterior inspection of the container. Subject to the Terms and Conditions of this Warehouse Receipt the described Goods shall be stored by Warehouseman subject to the terms and conditions of this Warehouse Receipt and shall be returned to the Depositor/Lessee upon demand subject to Depositor's/Lessee's fulfillment of the Terms and Conditions of this Warehouse Receipt, including the payment of all storage, handling and other charges. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY CUSTOMER PURCHASE ORDER/WORK ORDER/WORK TICKET/MSA/SUPPLY AGREEMENT/UPPER TIER CONTRACT ISSUED AT ANY TIME. Depositor/Lessee shall be conclusively deemed to have accepted these Terms and Conditions, and to have entered into this Warehouse Receipt also referred to as Agreement for all Goods in storage with Warehouseman at any time. This Warehouse Receipt shall be interpreted in accordance with the laws of the State where the Goods are stored and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit. **WAREHOUSEMAN'S LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS RECIEPT, OR FROM THE PERFORMANCE OR BREACH THEREOF BY WAREHOUSEMAN OR ANY OTHER PARTY, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT RECEIVED FROM DEPOSITOR/LESSEE FOR THE LAST FIVE (5) MONTHS UNDER THIS RECEIPT, or One Hundred Thousand Dollars, (\$100,00.00) WHICHEVER AMOUNT IS LESS.SEE**

SECTION 14 FOR ADDITIONAL DETAILS. Description of Goods	QUANTITY	CONDITION ("GOOD ORDER" OR "ISSUE")

BASE STORAGE RATES:
ACTUAL MONTHLY STORAGE CHARGE:
ADDITIONAL MONTHLY CHARGES (If Any):

THE TERMS AND CONDITIONS SET FORTH ON THIS PAGE AND ON THE FOLLOWING PAGES ARE FULLY INCORPORATED INTO THIS WAREHOUSE RECEIPT AND ARE AGREED TO BY THE COMPANY AND THE DEPOSITOR/LESSEE. THIS WAREHOUSE RECEIPT SHALL BE IN FULL FORCE AND EFFECT UPON EXECUTION AND/OR THE DELIVERY OF THE GOODS DESCRIBED ABOVE TO THE COMPANY. After having an opportunity to declare higher values and pay a higher rate, Depositor/Lessee, for the purpose of this contract and irrespective of actual value, hereby declares the value ("Declared Value") of all goods stored, including contents of any container, and all goods hereafter stored for the Depositor's/Lessee's account to be the lesser of 5 times the monthly rental rate for all goods stored at all facilities or \$100,000.00. Declared Value has the same meaning as Designated Value. The Depositor/Lessee has the opportunity to increase the Declared Value but has chosen to not increase the Declared Value. The Depositor/Lessee contracts and agrees, by the acceptance of this Warehouse Receipt also known as Agreement, to all of the provisions, limitations, terms and conditions printed on the face and on the following pages, including the Limitation of Liability Section 14. Depositor/Lessee has read and reviewed this Warehouse Receipt and represents that the person signing is authorized to sign on behalf of the Depositor/Lessee and owner of the Goods in storage.

WAREHOUSEMAN:		DEPOSITOR/LESSEE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	

TERMS AND CONDITIONS

- 1. PAYMENT TERMS.** All invoices are due net 10 days in full upon receipt and are not subject to deduction, set-off or withholding of any kind for any reason.
- 2. ACCEPTANCE.** This Warehouse Receipt must be accepted within 30 days from the Proposal/Quote/Bid date by signature of Depositor/Lessee. In the absence of written acceptance, the act of tendering Goods described herein for storage or other services by Warehouseman shall constitute acceptance by Depositor/Lessee of this Warehouse Receipt. If 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/Lessee, Warehouseman may refuse to accept such Goods. If Warehouseman accepts such Goods, Depositor/Lessee agrees to rates and charges as may be assigned and invoiced by Warehouseman and to all Terms and Conditions of this Warehouse Receipt. All Goods accepted by Warehouseman shall constitute Goods under this Warehouse Receipt. This Warehouse Receipt may be cancelled by either party upon 30 days written notice, subject to this Warehouse Receipt remaining in effect for so long as Warehouseman has possession of the Goods and there is any balance due from Depositor/Lessee. This Warehouse Receipt is cancelled if no storage or other services are performed under this Warehouse Receipt for a period of 180 days.
- 3. ADJUSTMENT OF RATES.** Quoted and/or base storage rates are subject to adjustment by Warehouseman on at least an annual basis. Adjusted rates shall be considered in effect at the time of issuance or publication by Warehouseman, with or without actual notice to the Depositor/Lessee.
- 4. SHIPPING.** Depositor/Lessee agrees that all Goods shipped to Warehouseman shall identify Depositor/Lessee on the bill of lading or other contract of carriage as the named consignee and shall not identify Warehouseman as the consignee. If Goods are shipped to Warehouseman as named consignee on any contract of carriage, Depositor/Lessee agrees to immediately notify carrier in writing, with a copy to Warehouseman, that the Warehouseman named as consignee is the "in care of party" only and has no beneficial title or interest in the Goods. Furthermore, Warehouseman shall have the right to refuse such Goods and shall not be liable for any loss or damage of any nature to, or related to, such Goods. Regardless of how any Goods are identified, Depositor/Lessee agrees to indemnify and hold Warehouseman harmless from all claims for transportation, storage, handling and other charges relating to any Goods, including undercharges, rail demurrage, truck/intermodal detention and other charges of any nature whatsoever.
- 5. TENDER OF GOODS.** All Goods shall be delivered at the Facility properly marked and packaged for storage and handling. The Depositor/Lessee 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 services desired.
- 6. STORAGE PERIOD AND CHARGES.** Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month. The storage month begins on the date that Warehouseman accepts care, custody and control of the Goods, regardless of unloading date or date of issue of Warehouse Receipt. Except as provided below, 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 the last day, inclusive, of a calendar month, and a full month's storage charge will apply to all Goods in storage on 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 in writing by the Warehouseman and the Depositor/Lessee, a storage month shall extend from a date in one calendar month to but not including the same date of the next and all succeeding months. All storage charges are due on the first day of the storage month, with or without receipt of an actual invoice.
- 7. 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 Warehouseman, and all charges up to the time transfer is made are chargeable to the Depositor/Lessee. If a transfer involves rehandling the Goods, 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. The Warehouseman reserves the right to move, at its expense, 14 days after notice is sent by certified mail or overnight delivery to the Depositor/Lessee, any Goods in storage from the location where they may be stored to any other of Warehouseman's locations. Warehouseman will store the Goods at and may without notice move the Goods within and between, any one or more of the warehouse buildings which comprise the location identified on the front of this Warehouse Receipt. The Warehouseman may, upon written notice of not less

than 30 days to the Depositor/Lessee and any other person known by the Warehouseman to claim an interest in the Goods, require the removal of any Goods. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, the Warehouseman may sell them in accordance with applicable law. 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 30-day notice period referred to in herein, the Warehouseman may specify in the notification any reasonable shorter time for removal of the Goods and if the Goods are not removed, may sell them at public sale held one week after a single advertisement or posting as provided by law. 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 Facility 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 an interest in the Goods. If the Warehouseman after a reasonable effort is unable to sell the Goods it 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, the Warehouseman may remove the Goods from the Facility and shall incur no liability by reason of such removal.

8. HANDLING. 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 net 10 days in full upon receipt of invoice. Unless otherwise agreed in writing, 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/Lessee. Labor and materials used in loading rail cars or other vehicles are chargeable to the Depositor/Lessee. When Goods are ordered out in quantities less than in which received, the Warehouseman may make an additional charge for each order or each item of an order. The Warehouseman shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers or other containers for outbound shipment, unless Warehouseman has failed to exercise reasonable care.

9. DELIVERY REQUIREMENTS. No Goods shall be delivered or transferred except upon receipt by the Warehouseman of Depositor/Lessee's complete written instructions. Written instructions shall include, but are not limited to, FAX, EDI, E-Mail or similar communication, provided Warehouseman has no liability when relying on the information contained in the communication as received. Warehouseman may rely upon communications and instructions that reasonably appear authentic and shall have no liability for losses resulting from fraudulent instructions, spoofed communications, social engineering schemes, unauthorized access, or cyber-related transmission errors unless caused by Warehouseman's willful misconduct. Goods may be delivered upon instruction by telephone in accordance with Depositor/Lessee's prior written authorization, but the Warehouseman shall not be responsible for loss or error occasioned thereby. When Goods are ordered out a reasonable time shall be given the Warehouseman to carry out instructions, and if it is unable because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or civil commotions, or any reason beyond the Warehouseman's control, or because of loss of or damage to 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. Warehouseman shall not be liable for losses, delays, mis-deliveries, business interruption, data corruption, cyber events, ransomware incidents, electronic transmission failures, cloud system outages, inventory management system failures, EDI failures, barcode system failures, RFID failures, or other technology-related disruptions beyond Warehouseman's reasonable control.

10. EXTRA SERVICES (SPECIAL SERVICES). Warehouse labor required for services other than ordinary handling and storage will be charged to the Depositor/Lessee. Special services requested by Depositor/Lessee 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. Dunnage, bracing, packing materials or other special supplies, may be provided for the Depositor/Lessee at a charge in addition to the Warehouseman's cost. By prior arrangement, Goods may be received or delivered during other than usual business hours, subject to a charge. Communication expense including postage, overnight delivery, or telephone may be charged to the Depositor/Lessee if such concern more than normal inventory reporting or if, at the request of the Depositor/Lessee, communications are made by other than regular U.S. Postal Services.

11. BONDED STORAGE. A charge in addition to regular rates will be made for merchandise in bond. Where a Warehouse Receipt covers Goods in U.S. Customs bond, Warehouseman shall have no liability for Goods seized or removed by U.S. Customs.

12. MINIMUM CHARGES. 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. 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.

13. ASSUMPTION OF RISK. ALL GOODS ARE STORED AT DEPOSITOR/LESSEE'S RISK OF LOSS OR DAMAGE BY FIRE, LIGHTNING, WIND, WATER, EARTH MOVEMENT, SPRINKLER LEAKAGE, SHRINKAGE, TEMPERATURE, INSECTS OR VERMIN, GOODS NOT PROPERLY PACKED, OR BY ENEMIES OF THE GOVERNMENT, OR BY MOBS, PROVIDENTIAL CAUSES, THEFTS, STRIKES, OR FROM ANY OTHER CAUSE BEYOND THE CONTROL OF THE WAREHOUSEMAN.

14. LIMITATION OF LIABILITY. THE GOODS ARE NOT INSURED BY WAREHOUSEMAN AGAINST ALL LOSS, CLAIMS, OCCURRENCES OR DAMAGE, HOWEVER CAUSED. THE WAREHOUSEMAN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED, OR HANDLED HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO LOSSES DUE TO INVENTORY SHORTAGE OR UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE, UNLESS SUCH LOSS OR DAMAGE RESULTED FROM THE FAILURE BY WAREHOUSE TO EXERCISE SUCH CARE IN REGARD TO THEM AS A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES AND WAREHOUSEMAN IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE. NOTWITHSTANDING THE FOREGOING, THE WAREHOUSEMAN SHALL NOT BE LIABLE TO THE DEPOSITOR OR ANY OTHER PARTY, UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OR CAUSE OF ACTION FOR ANY DAMAGES INCLUDING SPECIAL, DIRECT, LIQUIDATED, LOSS OF REVENUE, LOSS OF PROFITS, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. FINALLY, IN ADDITION TO THESE LIMITATIONS AND NOTWITHSTANDING THE FOREGOING, THE WAREHOUSEMAN SHALL NOT BE LIABLE TO THE OWNER, DEPOSITOR/LESSEE OR ANY OTHER PARTY/ENTITY/PERSON, UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OR CAUSE OF ACTION FOR ANY DAMAGES INCLUDING SPECIAL, DIRECT, LIQUIDATED, LOSS OF REVENUE, LOSS OF PROFITS, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. FINALLY, IN ADDITION TO THESE LIMITATIONS, WAREHOUSEMAN'S LIABILITY ON ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF

OR IN CONNECTION WITH THIS RECEIPT, OR FROM THE PERFORMANCE OR BREACH THEREOF BY WAREHOUSEMAN OR ANY OTHER PARTY, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT RECEIVED FROM DEPOSITOR/LESSEE FOR THE LAST FIVE (5) MONTHS UNDER THIS RECEIPT, or One Hundred Thousand Dollars, (\$100,00.00) WHICHEVER AMOUNT IS LESS. Company is not required to open any crates or containers (both referred to as Containers) and is not liable for damaged goods that are not visible with an exterior inspection of the container. Unless otherwise agreed, the warehouse is not liable for damages that could not have been avoided by the exercise of that care. Damages are limited by this section (term) in this agreement or Warehouse Receipt limiting the amount of liability in case of loss or damage beyond which the warehouse is not liable. Such a limitation is not effective with respect to the Warehouse's liability for conversion to its own use. After having an opportunity to declare higher values and pay a higher rate, Depositor/Lessee, for the purpose of this contract and irrespective of actual value, hereby declares the value ("Declared Value") of all goods stored, including contents of any container, and all goods hereafter stored for the Depositor's/Lessee's account to be no more than \$100,000 for all goods stored at all facilities. Any increase in the Declared Value must be evidenced by a written endorsement executed by both Warehouseman and Depositor prior to delivery of the Goods. Any additional charges associated with such increased valuation shall be paid in advance. The Depositor/Lessee has the opportunity to increase the Declared Value but has chosen to not increase the Declared Value. The Depositor/Lessee contracts and agrees, by the acceptance of this Warehouse Receipt also known as Agreement, to all of the provisions, limitations, terms and conditions printed on the face and on the following pages, including the Limitation of Liability Section 14. Depositor/Lessee has read and reviewed this Warehouse Receipt and represents that the person signing is authorized to sign on behalf of the Depositor/Lessee and owner of the Goods in storage.

15. NOTICE OF CLAIM AND FILING OF SUIT. Claims by the Depositor/Lessee and all other persons must be presented in writing to the Warehouseman within a reasonable time, and in no event any later than the earlier of: (i) 60 days after delivery of the Goods by the Warehouseman or (ii) 60 days after Depositor/Lessee is notified by the Warehouseman that loss or damage to part or all of the Goods has occurred. No lawsuit or other action may be maintained by the Depositor/Lessee or others against the Warehouseman for loss or damage to the Goods unless timely written claim has been given as provided in this section and unless such lawsuit or other action is commenced by no later than the earlier of: (i) nine months after date of delivery by Warehouseman or (ii) nine months after Depositor/Lessee is notified that loss or damage to part or all of the Goods has occurred. When Goods have not been delivered, notice may be given of known loss or damage to the Goods by mailing of a letter via certified mail or overnight delivery to the Depositor/Lessee. Time limitations for presentation of claim in writing and maintaining of action after notice begin on the date of mailing of such notice by Warehouseman.

16. RIGHT TO STORE GOODS. Depositor/Lessee represents and warrants that Depositor/Lessee is lawfully possessed of the Goods and has the right and authority to store them with Warehouseman. Depositor/Lessee agrees to indemnify and hold harmless the Warehouseman from all loss, cost and expense (including reasonable attorneys' fees) which Warehouseman pays or incurs as a result of any dispute or litigation, whether instituted by Warehouseman or others, respecting Depositor's/Lessee's right, title or interest in the Goods. Such amounts shall be charges in relation to the Goods and subject to Warehouseman's lien.

17. ACCURATE INFORMATION. Depositor/Lessee will provide Warehouseman with information concerning the Goods which is accurate, complete and sufficient to allow Warehouseman to comply with all laws and regulations concerning the storage, handling and transporting of the Goods. Depositor/Lessee will indemnify and hold Warehouseman harmless from all loss, cost, penalty and expense (including reasonable attorneys' fees) which Warehouseman pays or incurs as a result of Depositor/Lessee failing to fully discharge this obligation. Depositor/Lessee warrants that all hazardous, regulated, dangerous, explosive, flammable, combustible, toxic, corrosive, environmentally sensitive, or otherwise regulated materials have been fully disclosed and accurately described prior to delivery and that all applicable laws, regulations, packaging requirements, labeling requirements, and transportation requirements have been satisfied. Depositor/Lessee shall specifically disclose the presence of lithium-ion batteries, energy storage systems, hazardous materials, combustible materials, or regulated commodities prior to delivery. Failure to disclose such materials shall constitute a material breach of this Agreement. Depositor/Lessee shall specifically disclose the presence of lithium-ion batteries, energy storage systems, hazardous materials, combustible materials, or regulated commodities prior to delivery. Failure to disclose such materials shall constitute a material breach of this Agreement.

18. SEVERABILITY AND WAIVER. If any provision of this Warehouse Receipt, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Warehouse Receipt shall not be affected thereby but shall remain in full force and effect. Warehouseman's failure to require strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Warehouse Receipt. The provisions of this Warehouse Receipt shall be binding upon the heirs, executors, successors and assigns of both Depositor/Lessee and Warehouseman; contain the sole agreement governing Goods tendered to the Warehouseman; and cannot be modified except by a writing signed by Warehouseman and Depositor/Lessee.

19. LIEN. Warehouseman shall have a general warehouse 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 cooping, and other charges and expenses in relation to such Goods, and for the balance on any other accounts that may be due. Warehouseman further claims a general warehouse lien for all such charges, advances and expenses with respect to any other Goods stored by the Depositor/Lessee in any other facility owned or operated by Warehouseman. In order to protect its lien, Warehouseman reserves the right to require advance payment of all charges prior to shipment of Goods.

20. GOVERNING LAW AND JURISDICTION. This Warehouse Receipt and the legal relationship between the Parties hereto shall be governed by and construed in accordance with the substantive laws of the state where the Goods are located for storage. Any lawsuit or other action involving any dispute, claim or controversy relating in any way to this Warehouse Receipt shall be brought only in the appropriate state or federal court in the state where the Goods are located for storage.