These terms and conditions of service constitute a legally binding contract between the "Company" and the "Customer," the terms of which if not otherwise specified herein, shall govern the relationship between the Company and its customers, and shall be subject to any amendments or modifications agreed to in writing by the Company and the Customer. All discounts offered, as indicated on the invoice faces, are forfeited should Customer fail to comply in all respects with payment terms. In any dispute involving monies owed to the Company, Customer shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less.

9. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with any and all statements, descriptions, claims, representations or agreements which are made by or on behalf of the Company or its agents, contractors, warehouses, brokers, carriers, insurers, underwriters, shippers, agents, warehouses, brokers, carriers, insurers, underwriters, shippers, agents, warehoused, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, contractors on which the Company relies. All such statements, descriptions, claims, representations or agreements are made by or on behalf of the Company for the purpose of rendering services.

(b) Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any contract of the Company, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, losses, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit, claim or proceeding should arise against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

10. Advancing Money.

All monies owed by the Customer in advance of the Company agrees in writing to extend credit to the Customer, the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

11. Indemnification/Hold Harmless.

(a) Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any contract of the Company, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, losses, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit, claim or proceeding should arise against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

12. Inspection Consent.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of all claims, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit, claim or proceeding should arise against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

13. General Liabilities and Other Law.

Customer, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of claims, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit, claim or proceeding should arise against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

14. No Modification or Amendment Unless Written.

These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

15. Compensation of Company.

Company, shippers, consignees and bill-to parties are jointly and severally liable for the compensation of claims, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit, claim or proceeding should arise against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.
TENDER FOR STORAGE - Sec. 3
All goods delivered to a warehouse are stored at the warehouse properly marked and packaged for handling. At the time of such delivery, or prior thereto, the depositor shall furnish to the warehouseman a manifest showing marks, brands, or sizes to be used in counting, classifying, and distinguishing goods. The warehouseman shall have the right to refuse such goods and shall not be liable or responsible for any loss, injury or damage to any of such goods for which the warehouseman cannot be held liable, or because of the loss or destruction of goods for which the warehouseman is not liable, or because of any other excuse or justification 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 will be charged at the rates specified by the warehouseman. The rates shall be subject to change without prior notice.
(b) Special services requested by depositor including, but not limited to, compiling of special stock reports, marking weights, serial numbers or other data from packages, physical checking of goods, and any other special services not specifically provided for in this warehouse receipt, shall be performed by the warehouseman and charged to the depositor.
(c) Damage, breaking, packing materials or other special supplies may be required by the depositor at a charge for such supplies.
(d) By prior arrangement, goods may be received or delivered other than during usual business hours, subject to a charge for such service.
(e) Communication expenses, including postage, telegraph, telegram, or telephone will be charged to the depositor if such expenses concern the movement or handling of goods stored in storage and are necessary to the performance of the contract.

WAREHOUSE TERMS AND CONDITIONS

DEFINITIONS - Except as otherwise designated on the face hereof, the terms "the warehouseman," "the warehouse company" and "company" mean BGI Worldwide Logistics, Inc., its subsidiaries, related companies, agents, subcontractors and/or its representatives. The terms "depositor," "goods," "goods in bond," "goods in the public storeroom," "goods subject to bonded warehousing," or "goods limited," mean any merchandise, whether it be limited to, motor carriers, motor freight brokers and draymen and/or any entity that places or maintains a chassis/pool container in the warehouse which means any chassis, container, trailer, or tractor. The term "goods means the merchandise, cargo or freight tendered for storage by the depositor and identified on the face of this warehouse receipt. The term "yard storage" means the placement of containers or trailers, whether loaded or unloaded, regardless of ownership, in storage areas or yards owned, leased or otherwise secured or unsecured, in the yard of the warehouseman for the benefit of the depositor and/or the depositor's goods.

SEC. 1  WAREHOUSE RECEIPT

(a) This contract and rate quotation, including accessory charges endorsed on or attached hereto, is effective upon receipt of goods by warehouse company into its warehouse facility or upon written acceptance by depositor, whichever occurs first.
(b) In the event that goods tendered for storage or other services do not conform to the description contained herein, or comprising goods are tendered, and the loss or destruction of such goods is caused by acts of God, misuse or neglect of the warehouseman or his employees, agents, representatives, assigns, or contractors, or by any action of any person or entity beyond the warehouseman's control, or because of the loss or destruction of goods for which the company, means BGI Worldwide Logistics, Inc. , its subsidiaries, related companies, agents, subcontractors and/or its representatives, are unable to do so 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 the loss or destruction of goods for which the warehouseman is not liable, or because of any other excuse or justification 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.

CONSTRUCTION OF TERMS AND VENUE - Sec. 21
The terms and conditions of this Warehouse Receipt shall be construed and interpreted under the laws of the state of California, city of Los Angeles, and no other place.

NOTICE OF CLAIM AND COMMENCEMENT OF ARBITRATION - Sec. 13
(a) Claims for loss or injury must be presented in writing to the warehouseman within 90 days after the date of delivery to the warehouseman or the last known holder of a negotiable warehouse receipt. Where goods are stored in U.S. Customs bond such receipt shall be void upon the termination of the storage period fixed by law.
(b) The depositor shall give notice in writing to the warehouseman of any claim for loss or injury to goods stored, or for any other claim in which it may be interested, if the consequence of such claim is to be determined by arbitration. The depositor shall also notify the warehouseman at the time of deposit of the name of the person to whom claims are to be presented. The date of delivery by the warehouseman will be the date from which the 90 days shall begin to run. Such notice shall be given within 90 days after the date of delivery by the warehouseman to the depositor of record or the last known holder of a negotiable warehouse receipt.
(c) The depositor acknowledges that the time for commencement of such arbitration proceedings by the depositor against the warehouseman shall be limited to 9 months after date of delivery by the warehouseman, and that a written notice of deposit 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—arbitration must be commenced within 9 months after delivery.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES - Sec. 14
In no event shall the warehouseman be liable for any loss or injury to goods stored or for any other claim in which it may be interested, if the consequence of such claim is to be determined by arbitration. The depositor shall also notify the warehouseman at the time of deposit of the name of the person to whom claims are to be presented. The date of delivery by the warehouseman will be the date from which the 90 days shall begin to run. Such notice shall be given within 90 days after the date of delivery by the warehouseman to the depositor of record or the last known holder of a negotiable warehouse receipt. The liability of the warehouseman for any yard storage or trailers, whether loaded or unloaded, shall be limited to and shall be determined by arbitration under its Commercial Arbitration rules then in force, or the Transportation ADR Council, Inc. The parties agree to comply with any award by the arbitrator. The arbitrator's award shall be final and binding upon the parties and is not appealable. The parties agree to conform to California state court jurisdiction in the state of California. Any arbitration shall be held in the state of California, city of Los Angeles, and no other place.

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