



CONTRACT TERMS AND CONDITIONS

SECTION 1 – DEFINITIONS

As used in this Warehouse Receipt or Contract and Rate Quotation (collectively and/or alternatively “warehouse receipt”) the following terms have the following meanings:

- a) STORER. The person, firm, corporation or other entity for whom this Warehouse receipt is issued and anyone else claiming an interest in the GOODS.
- b) COMPANY. SACCO'S SPECIALIZED MOVING CO., INC. As used in Section 9 and 10 hereof COMPANY includes officers, directors, employees and agent of the COMPANY while acting within the scope and course of their employment.
- c) LOT. Unit or units of GOODS which are separately identified by the COMPANY.
- d) ADVANCE. All sums due or claimed to be due to COMPANY from STORER or others relating to the GOODS regardless of the source, whether liquidated or not, including but limited to loans, disbursements, charges made for or on account of STORER or GOODS, necessary for preservation of GOODS or reasonably incurred in their sale pursuant to law.
- e) GOODS. The personal property and/or any portion thereof which is described herein and/or which COMPANY has agreed to receive and/or store pursuant to this Warehouse Receipt.

SECTION 2 – TENDER FOR STORAGE

- a) All GOODS for storage shall be delivered at the warehouse properly marked and packed for handling.
- b) STORER shall furnish, at or prior to such delivery, a manifest showing marks, brands or sizes to be kept accounted for separately and the class of storage desired. Otherwise the GOODS may be stored in bulk or assorted lots in general storage at the discretion of the COMPANY and charges for such storage will be made at the applicable storage rate.
- c) Receipt and delivery of all or any units of a LOT shall be made without subsequent sorting except by special arrangement and subject to charge.
- d) COMPANY shall store and deliver GOODS only in the packages in which they are originally received unless otherwise agreed to in writing.
- e) Unless STORER shall have given, at or prior to delivery of the GOODS, written instructions to the contrary, COMPANY, in its discretion, may commingle and store in bulk different lot of fungible GOODS whether or not owned by the same STORER.
- f) COMPANY shall not be responsible for segregating GOODS by production code date unless specifically agreed to in writing.

SECTION 3 – TERMINATION OF STORAGE

- a) COMPANY may, upon written notice, as required by law, requires the removal of the GOODS, or any portion thereof, from the warehouse upon the payment of all charges attributable to said GOODS within a stated period, not less than 30 days after such notification. If said GOODS are not so removed, COMPANY may sell them as provided by law and shall be entitled to exercise any other rights it has under the law with respect to said GOODS.

- b) If, in the opinion of COMPANY, GOODS may be about to deteriorate or decline in value to less than the amount of COMPANY'S lien thereon or may constitute a hazard to other property or to the warehouse or persons, the GOODS may be removed or disposal of by COMPANY as permitted by law. All charges related to said removal shall be paid by STORER.

SECTION 4 – STORAGE LOCATION

- a) The GOODS shall be stored at COMPANY'S warehouse identified on the front side of this Warehouse Receipt.
- b) Subject to any contrary written instructions given by STORER, COMPANY may, at any time, at its expense, and without notice to STORER, remove any GOODS from any room or area of the warehouse to any other room or area thereof.
- c) Upon ten (10) days written notice to the STORER, COMPANY may, at its expense, remove the GOODS to any other warehouse complex operated by COMPANY.

SECTION 5 – STORAGE CHARGES

- a) Storage charges commence upon the date that COMPANY accepts care, custody and control of the GOODS, regardless of unloading date or date warehouse receipt is issued. Charges shall be computed separately for each LOT on one of the following optional bases:
- b) If the storage rates are quoted on a “SPLIT MONTHS BASIS” the storage month shall be a calendar month. A full month's storage charge will apply to all GOODS received between the 1st and 15th, inclusive, of a calendar month. One half month's charge storage will apply on all GOODS received between the 16th and last day, inclusive, of a calendar month. A full month's storage charge shall apply on the 1st day of the next calendar month and each month thereafter on all GOODS then remaining in storage.
- c) If storage rates are quoted on an “ANNIVERSARY BASIS” the storage month shall extend from date of receipt in one calendar month to, but not including, the same date of the next month. If there is no corresponding date in the next month, the storage month shall end on the last day of said next month. A full month's storage charge shall apply on receipt of GOODS and an additional month storage charge shall apply to each successive storage month on all GOODS then remaining in storage.
- d) Charges shall be applicable as set forth in the rate quotation or other document issued by COMPANY to STORER and/or in COMPANY'S tariff.
- e) Unless COMPANY specifies otherwise, all storage charges are due and payable on the 1st day of storage for the initial month and thereafter on the 1st day of each calendar month.
- f) Rates quoted by weight will, unless otherwise specified, be computed on gross weight and 2,000 pounds shall constitute a ton.

SECTION 6 – HANDLING CHARGES

- a) Unless otherwise specified or elected by COMPANY, handling charges cover only the ordinary labor and duties incidental to receiving and delivering unitized GOODS on pallets at the warehouse dock during normal warehouse hours, but do not include loading and unloading.

- b) Unless otherwise specified, a charge in addition to the regular handling charges will be made for any work performed by COMPANY other than specified in Section (a) at rates which are in effect from time to time, a copy of which rates are available upon request.
- c) When GOODS are ordered out in quantities less than which received, the COMPANY may make an additional charge for each item of an order.
- d) Delivery by the COMPANY of less than all units of any LOT or of less than all the fungible GOODS stored for STORER shall be made without subsequent sorting except by special arrangement and subject to an additional charge.

SECTION 7 – TRANSFER OF TITLE; DELIVERY

- a) Instructions by STORER to transfer GOODS to the account of another are not effective until delivered to and accepted by COMPANY. Charges will be made for each such transfer and for any re-handling of GOODS deemed by COMPANY to be required. Thereby, COMPANY reserves the right not to deliver or transfer GOODS to or for the account of other except upon receipt of written instructions properly signed by STORER.
- b) STORER may furnish written instructions authorizing COMPANY to accept telephone orders for delivery. In such case, (1) COMPANY may require that each telephone order to be confirmed by STORER in writing 24 hours, and (2) acceptance by COMPANY of any telephone order shall be at the risk of STORER. COMPANY will not be liable for any loss resulting from delivery made pursuant to telephone order, whether or not so authorized, unless COMPANY failed to exercise reasonable care with respect thereto.
- c) Company shall have a reasonable time to make delivery after GOODS are ordered out and shall have a minimum of 10 business days after receipt of a delivery order in which to locate any misplaced GOODS.
- d) If COMPANY has exercised reasonable care and is unable due to causes beyond its control, to effect delivery before expiration of the current period. The GOODS will be subject to storage charges for each succeeding storage period.
- e) All instructions and requests for delivery of GOODS or transfer of title are received subject to satisfaction of all charges, liens and security interests of COMPANY with respect to the GOODS whether for accrued charges or ADVANCES or otherwise.
- f) COMPANY may require, as a condition precedent to delivery, a statement from STORER holding COMPANY harmless from claims of others asserting a superior right to STORER to possession of the GOODS. Nothing herein shall preclude COMPANY from exercising any other remedy available to it under the law to resolve conflicting claims to possession of the GOODS. All costs, including attorney’s fees, incurred by COMPANY relating in any way to COMPANY’S activities referred to in SECTION 7 (f) shall be charged to STORER and shall, for purposes of SECTION 12 below be considered “charges present or future with respect to such GOODS” and shall attach as a lien on the GOODS.

SECTION 8 – OTHER SERVICES AND CHARGES

- a) Other services rendered in the interest of STORER or the GOODS are chargeable to STORER. Such services may include, but are not limited to the following: furnishing of special warehouse space or material, repairing, compering, sampling, weighing, refilling, inspection, compiling stock statements, making collections, furnishing, revenue stamps, reporting or recording marked weights or numbers, handling railroad expense bills, and handling shipments.
- b) ALL ADVANCES are due and payable immediately. All charges are due and payable upon the date of invoice. All charges and ADVANCES not paid within 30 days from the due date are subject to an interest charge, from the date said charge or ADVANCE became due until paid, at the maximum amount allowable by law.
- c) STORER may be subject to insurance regulations and reasonable limitations, inspect the GOODS when accompanied by an employee of COMPANY whose time is chargeable to STORER.
- d) In the event of damage or threatened damage to the GOODS that is attributable to STORER, STORER shall pay all reasonable and necessary costs of protecting and preserving the GOODS. When the

costs of protecting and preserving stored property are attributable to more than one STORER, said costs shall be apportioned among all affected STORERS on a pro-rated basis to be determined by the COMPANY.

- e) COMPANY shall supply dunnage bracing and fastenings where it deems it appropriate on outbound shipments and the cost thereof is chargeable to STORER.
- f) Any additional costs incurred by COMPANY in unloading cars or trucks containing damaged GOODS are chargeable to STORER.
- g) COMPANY shall not be responsible for damage charges or delay in loading or unloading unless such demurrage charge or delay was caused solely by COMPANY’S negligence.
- h) A charge in addition to regular storage and handling rates will be made for bonded storage.
- i) All storage, handling and other services may be subject to minimum charges.
- j) STORER agrees to pay COMPANY all costs and ADVANCES including reasonable attorney’s fees incurred by COMPANY in connection with storage, handling and/or disposition of the GOODS, including without limitation, such costs, ADVANCES, and/or fees relating to lawsuits (including bankruptcy proceedings) involving in any way said GOODS and/or STORER’S performance under this agreement. All such costs, ADVANCES, and fees, for purposes of SECTION 12 below, shall constitute “charges present or future with respect to such GOODS”.

SECTION 9 - LIABILITY AND LIMITATION OF DAMAGES

- a) COMPANY and STORER agree that COMPANY’S duty of care referred to in SECTION 9 (a) above does not extend to sprinkler system at the warehouse complex or any portion thereof.
- b) Unless specifically agreed to in writing, COMPANY shall not be required to store GOODS in a humidity-controlled environment or be responsible for tempering GOODS.
- c) Customer hereby agrees to bear the sole risk of loss, and hold Sacco’s harmless, for the loss or damage to their property during the term of the quotation/contract, unless such loss is caused by the negligence or willful misconduct of Sacco’s. Customer expressly waive their right to recover from Sacco’s for any loss or damages not caused by the negligence or willful misconduct of Sacco’s, and if caused by the acts or omissions of third parties, including but not limited to, the customer, landlord/landowner of the premises upon which the property is stored, or any officer, agents, employees, contractors, and subcontractors of the aforementioned.
- d) The customer is hereby notified that Sacco’s maintains insurance for losses or damage to the customers property stored under this contract if caused by its agents or employees. **Please refer to Sacco’s Certificate Of Liability Insurance Page for limits, attached hereto..** The customer expressly agrees that any claim for said damages or loss, regardless of amount, is limited to the applicable insurance coverage stated herein, and hereby waives the right to pursue a claim against Sacco’s for any loss in excess of the stated coverage.

SECTION 10 - NOTICE OF CLAIM AND FILING OF SUIT

- a) COMPANY shall not be liable for any claim of any type whatsoever for loss and/or destruction of and/or damage to GOODS unless such claim is presented, in writing within 60 days after STORER learns or, in the exercise of reasonable care, should have learned of a such loss, destruction and/or damage.
- b) STORER shall, upon learning of damage to GOODS provide COMPANY with an opportunity to inspect the GOODS which are the basis of STORER’S claim.

SECTION 11 - INSURANCE

- a) GOODS are not insured by COMPANY and the storage rates do not include insurance on the GOODS unless COMPANY has agreed, in writing, to obtain such insurance for the benefit of STORER.

SECTION 12 - LIEN

of all notices transmitted in accordance with this section within five days of transmittal.

- a) COMPANY shall have a lien against the GOODS and on the proceeds thereof for all charges for storage, handling, transportation (including demurrage and terminal charges), insurance, labor and other charges present or future with respect to the GOODS, ADVANCES or loans by COMPANY in relation to the GOODS and for expenses necessary for preservation of the GOODS or reasonably incurred in their sale pursuant to law. COMPANY further claims a lien on the GOODS for all such charges, ADVANCES and expenses in respect to any property by STORER in any warehouse owned or operated by COMPANY or its subsidiaries wherever located and whenever deposited and without regard to whether or not said other property is still in storage.

SECTION 16 - ENTIRE AGREEMENT

- a) This agreement, along with the Job Proposal, shall constitute the entire agreement between COMPANY and STORER relating to the GOODS and supersedes all existing agreements between them whether written or oral and shall not be changed, amended or modified except by written agreement signed by representatives of COMPANY and STORER.

Customer Name: _____	Company Name: Sacco’s Specialized Moving CO.,INC
Signature: _____	Signature: _____
Print Name: _____	Print Name: Joseph W. Sacco, Sr.
Title: _____	Title: President
Date: _____	Date: _____

SECTION 13 - WAIVER - SEVERABILITY

- a) COMPANY’S failure to insist upon strict compliance with any provision of this Warehouse Receipt shall not constitute a waiver or estoppel to later demand compliance thereof and shall not constitute a waiver of 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/or unenforceable, the validity, legality and enforceability of the remaining section and parts shall not in any way, be affected or impaired thereby.

SECTION 14 - AUTHORITY

- a) STORER represents and warrants that it either (i) is the lawful owner of the GOODS which are not subject to any lien or security interest of others; or (ii) is the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power to authority to enter into the agreement incorporated into this Warehouse Receipt. STORER agrees to notify all parties acquiring any interest in the GOODS of the terms and conditions of this Warehouse Receipt and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the terms and conditions of this Warehouse Receipt.

SECTION 15 - NOTICES

- a) All written notices provided herein may be transmitted by any commercially reasonable means of communication and directed to COMPANY at the address on the front hereof and to STORER at its last known address. STORER is presumed to have knowledge of the contents