



AJF

Contract Terms and Conditions

This agreement is made between AJF located at 400 Cooper Rd, West Berlin, NJ, 08091 and the following Depositor, herein called Depositor).

This agreement consists of the following documents:

- a. A Non-negotiable Warehouse Receipt issued for each particular lot of goods when such goods are received and accepted by AJF.
- b. This Storage Contract and Terms and Conditions to which is attached a document or documents containing titled Warehouse and Distribution Charges.
- c. All of these documents constitute one agreement between the parties; each document is incorporated into the other and the whole constitutes the entire agreement between the parties relating to the storage of goods.

TERMS AND CONDITIONS AND RATES

2. This storage agreement is on the rates, terms and conditions of this Non-negotiable Warehouse Receipt, Storage Contract, and Terms and Conditions (herein called Contract) and the attached Warehouse and Distribution Charges (herein called Charges). All rates and charges are subject to change by AJF on notice to the Depositor after 90 days of notice to the depositor.

All pricing is valid for one year and rate increases are will not exceed 5% to 10% unless the NJ state labor rate for that year exceed those percentages.

In and out handling charges will be invoiced upon receiving or if earlier at the time AJF is offered and accepts care and custody of the goods.

Billing cycle is monthly.

All account balances must be paid in full before goods leave the AJF warehouse.

3. Hazardous materials must be approved before acceptance.

4. 24-hour notice is required for delivery and pickup.

5. Special services requested by Depositor, such as assembling, labeling, decorating, coloring, dismantling, packaging, re-packaging, sorting, building, servicing, or similar work on the stored goods, are subject to such charges as are contained in a separate Work Order.

6. Depositor acknowledges that the terms and conditions of this Contract are published on <http://www.AJF-NJ.com>.

7. This Contract certifies that AJF has received and stored in the AJF storage warehouse located at 400 Cooper Rd, West Berlin, NJ, 08091, for the account of the Depositor, the goods described in the particular Non-negotiable Warehouse Receipt relating to those goods, in the condition when received, except as noted on the Non-negotiable Warehouse receipt. No goods are received until care and custody of the goods has been accepted by AJF. AJF accepts receipt of the goods as described in this Contract at the time a Warehouse receipt has been issued by AJF.

RATES AND CHARGES

8. The rates and charges to be paid by Depositor to AJF, and the terms of payment of such rates and charges, are as specified in the Charges document attached to this Contract and incorporated herein.

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FUNDS ADVANCED BY AJF PRIOR TO STORAGE

9. Before receiving these goods, AJF may have advanced money and incurred liability for activities such as transportation, demurrage, handling, preparation, weighing, packing, and related charges for which it claims a lien or security interest.

LIABILITY OF AJF FOR THE STORED GOODS

10. AJF and Depositor agree AJF is liable for loss or injury to the stored goods caused by the failure of AJF to exercise the level of care regarding the goods as a reasonably careful proprietor of a storage warehouse would exercise under similar circumstances.

LIMITATIONS ON LIABILITY OF AJF FOR THE STORED GOODS

11. AJF and Depositor agree AJF is not liable for loss or injury to the stored goods, or delay in their retrieval by Depositor, nor for any consequential damages associated with the stored goods, resulting from, or proximately caused by, any or all of the following events:

- a. an act, omission, or order of Depositor or the owner of the stored goods or an agent or employee of either;
- b. insects, moths, vermin, depreciation, deterioration, obsolescence, and ordinary wear and tear;
- c. inherent defects, characteristics, infirmities, or fragilities of the goods;
- d. hostile or warlike actions by any authority using military or police forces; acts of war; earthquake, flood, wind, lightning, heat, or other acts of God; any other events commonly called force majeure;
- e. strikes, lockouts, labor disturbances, riots, or civil unrest;
- f. any acts of third parties unless AJF failed to use reasonable measures to prevent such acts;
- g. breakage or damage to Chinaware, bric-a-brac, ceramics, glass, and similar items of brittle or fragile composition unless such breakage or damage results from the lack of reasonable care of the goods by AJF and the brittle or fragile nature of such items is described by Depositor in this Contract;
- h. assembling, labeling, decorating, coloring, dismantling, packaging, re-packaging, sorting, building, servicing, or similar work done with the stored goods, unless such breakage or damage results from the lack of reasonable care of the goods by AJF;
- i. events happening before acceptance of the goods by AJF;
- j. events happening after delivery of the goods by AJF to Depositor;
- k. events happening at any time AJF does not have custody and control of the goods.

LIMITATIONS ON DAMAGES FOR THE STORED GOODS

12. In the event AJF is liable for Depositor's losses or damages, the total liability of AJF for the stored goods shall not exceed the smallest of the following items:

- a. The cost of repairing damaged goods;
- b. The cost of replacing damaged or lost or destroyed goods with material of like kind and quality;
- c. The difference between the actual cash value of damaged property at the time of receipt by AJF and the time of its delivery to the Depositor after storage
- d. The value of the deposited goods as declared by Depositor;
- e. the total of \$0.50 per lb. of Depositor's goods up to \$500.00 maximum, unless Depositor has declared a higher value and paid an ad valorem charge.
- f. Landed Duty Paid (LDP) value of merchandise.
- g. In determining the actual cash value of damaged goods, depreciation will be deducted and sentimental value disregarded. Depositor will be charged for betterment of the property after any repairs. Liability of AJF for damages

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to matched pieces of property is limited to repairing, replacing or paying for the lost or damaged pieces only; consequent diminution in value of the entire set shall be disregarded.

13. In the event AJF is liable for Depositor's losses or damages, AJF is not liable for any loss of profits, or special, indirect, punitive or consequential damages of any kind suffered by Depositor for Depositor's loss, destruction, damage, or diminution in value, of the stored goods, whether or not such goods are repaired or replaced by AJF. Depositor agrees AJF has no duty to indemnify Depositor for such losses. Depositor agrees AJF has no duty to defend Depositor against any lawsuit related to such goods or their loss.

OWNERSHIP AND NATURE OF GOODS

14. Depositor warrants to AJF that Depositor has lawful possession of and legal right to store the goods described in this Contract. Depositor shall pay all storage and other charges, together with all costs and expenses incurred by AJF, including attorney fees, if any adverse or conflicting claims to the goods arise between Depositor and any other person or entity. AJF is not a consignee of the goods, and Depositor will not name AJF or any related businesses as a consignee.

15. Depositor warrants to AJF that the stored goods described above are properly classified, described, packaged, marked and labeled, are free of hazardous substances or are otherwise properly labeled, and are in proper condition for transportation, according to all applicable regulations and laws of the United States Department of Transportation and other U.S. agencies.

16. Depositor will indemnify, defend and hold AJF harmless from all claims, actions, losses, costs, penalties, and expenses, including reasonable attorney's fees incurred by AJF, arising out of Depositor's failure to properly handle, manage, maintain, classify, care for, describe, package, mark, label, and monitor for hazard substances, the stored goods.

17. Hazardous materials must be approved before acceptance. Depositor will notify AJF in writing if any goods require special handling due to their hazardous nature or ability to damage surrounding goods or property.

SERVICES TO STORED GOODS

18. If AJF determines, in its sole discretion, that any special treatment or protection is necessary to preserve the stored goods, or for the protection of other goods stored in the warehouse, AJF may render that service and add the reasonable charges for such to Depositor's account.

19. For reasonable cause and in its sole discretion, AJF may at any time cancel this Contract and take Depositor's stored goods out of the AJF warehouse at the expense of depositor.

ACCESS AND DELIVERY

20. These goods will be delivered to the Depositor at Depositor's request, upon proper identification of Depositor or Depositor's Agent, and upon presentation of this original Contract or a carbon copy, and upon payment in full of all accrued storage, handling, and other charges. 24-hour notice is required for delivery and pick-up. No delivery will be made except upon written order.

21. Access and delivery of the goods is provided Monday through Friday during normal working hours of 8:30AM to 4:30PM. An additional charge will be made if access is granted on week-ends in the discretion of AJF. An additional charge will be made for partial access or partial delivery which shall be endorsed on this Contract. AJF is not required to grant access to the goods, or to deliver the goods, without surrender of this original Contract, not a copy, by Depositor. AJF may waive this requirement in its sole discretion.

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TRANSFER OF THIS CONTRACT

22. The transfer or assignment of this Contract and its Warehouse Receipt to another depositor is prohibited without the consent of AJF, to be given in its sole discretion.

INSURANCE

23. AJF provides liability insurance for the goods stored at the warehouse. Depositor must arrange for its own merchandise insurance at its own expense and AJF will cooperate in its acquisition by Depositor. AJF is not an insurer of property in its custody nor is it obligated to procure insurance for customer covering property in its Custody notwithstanding the foregoing AJF liability if any for property as to which customer or its representative has submitted a claim (Insurance Claim Property) shall be limited to three times the monthly storage fee for such Insurance Claim Property then in storage in the month that the claim arose. In the event that the Insurance Claim Property is held in AJF custody for the performance of certain services such as Pick N Pack, label sewing, order processing etc. and no storage charges are charged for such Insurance Claim Property, then AJF liability if any for such Insurance Claim Property shall be limited to no more than two times the fee agreed to by AJF and customer for the performance of such services with respect to Insurance Claim Property. The procurement of insurance for Property in the custody of AJF is the sole and complete obligation of customer. The warehouse in which customer goods are located should be listed on customer's policy either as a warehouse location where customer's goods are stored or as property off premises/unnamed location for a full value of customer goods. A copy of the related certificate of insurance shall be furnished to AJF.

SHRINKAGE

24. AJF is not responsible for loss of goods due to inventory shortage or unexplained disappearance of stored goods unless Depositor affirmatively establishes such loss occurred due to AJF's failure to exercise the level of care regarding the goods as a reasonably careful proprietor of a storage warehouse would exercise under similar circumstances. No legal presumptions as to the cause of losses shall apply to losses of goods stored under this Contract. In the event an inventory shortage of customer merchandise occurs at the AJF warehouse and such inventory shortage is not caused by theft, fire or any other insurable risk (whether or not such risk is actually Covered by an insurance policy then in effect) and after diligent investigation, it is determined that such shortage was caused by the malfeasance of the employees of AJF, AJF will reimburse customer to the full extent of such shortage at the full landed duty paid cost. Each month AJF will issue an invoice to customer for storage charges for the month. On the invoice AJF will state the beginning inventory plus all the inventory Received during the month and deduct the inventory that has been shipped during the month. Unless within fifteen days after receipt of such invoice customer notifies AJF in writing that it disagrees with the inventory quantities, customer will be to have accepted the amount of the inventory quantity stated on the invoice to customer.

- a) To have accepted the amount of the charges stated in the invoice to customer.
- b) To have waived any claim or cause of action against AJF with respect thereto.

LIEN RIGHTS OF AJF

25. AJF, claims, and Depositor grants, a lien on the goods under New Jersey statutes 12A:7209 and under any other provision of law, for all lawful charges owed to AJF for storage, preservation, transportation, demurrage, terminal charges, insurance, labor, preservation, money advanced, interest, labor, weighing, cooping, services, assembling, labeling, decorating, coloring, packaging, re-packaging, sorting, dismantling, building, or other work done with the goods, and other present or future charges and expenses in relation to such goods and for the balance on any other accounts of Depositor that may be due, and for all costs reasonably incurred in the lien or foreclosure sale of the goods pursuant to law.

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AJF also claims a lien under maritime law, if applicable, the AJF bill of lading, if issued, and AJF invoice "Terms & Conditions of Service," for all such lawful charges.

26. Depositor agrees to pay, and grants AJF, in addition to any lien granted by law, a lien to secure AJF's reasonable attorney's fees, legal expenses, reasonable court costs, and reasonable related charges, arising out of AJF actions to collect Depositor's unpaid account balances, enforce AJF's liens, defend AJF if AJF is made a party to any litigation concerning the goods stored under this Contract, or prosecute any action in interpleader for the determination of ownership of the goods deposited with AJF.

27. AJF may, at its option, bring suit to collect delinquent charges from Depositor without first foreclosing its lien on the goods or any security interest it may have in the goods. Depositor agrees such a procedure does not constitute a waiver of AJF's lien rights under the law.

TIME FOR FILING CLAIMS AND SUITS

28. AJF is not liable for the loss of, destruction to, or damage of the goods unless, after the date on which the goods are delivered, or demand for the goods is refused, then:

a. within 30 days after that date Depositor or any other person entitled to make a claim presents a claim in writing to AJF; and

b. within one year after that date, suit is filed by Depositor or any other person entitled to make a claim.

CHOICE OF LAW

29. This Contract shall be governed by and construed according to the laws of the State of New Jersey. In any action to enforce any part or all of this Contract, all parties agree jurisdiction and venue shall be in the Superior Court, New Jersey.

ORIGINAL CONTRACT

30. This Contract shall be executed in two originals, one to remain in possession of Depositor and one to remain in possession of AJF. A carbon copy signature suffices for an original. No other copies are original documents.

GENERAL PROVISIONS

31. The title, section captions, order of paragraphs, and paragraph numbers are part of this Contract.

32. All parties consent to the use of all legal and equitable remedies available in law to enforce this Contract.

33. This Contract supersedes all prior agreements, understandings and communications between Depositor and AJF related to the subjects described in it, whether oral or written. The parties intend this Contract, the attachments to it, and all documents that are by its terms incorporated into it, to be a single contract and a complete and final expression of the rights, duties and obligations of the parties related to the subjects described in it. This Contract may not be modified in any way except through a subsequent written agreement between these parties.

34. If any term of this Contract is held by a court to be void or unenforceable, the remainder of this Contract remains in full force and effect.

35. Each party shall complete and sign all documents reasonably necessary to carry out the purposes and intent of this Contract.

36. Should any litigation arise between the parties to this Contract, the prevailing party shall be entitled to reasonable attorney fees and court costs.

37. All written notices to AJF shall be delivered by U.S. Mail or overnight express service to the following address: AJF, 400 Cooper Rd, West Berlin, NJ, 08091.

All written notices to Depositor shall be delivered by U.S. Mail or overnight express service to the following address:

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TERMINATION

38. Either party may terminate this agreement at any time by providing Thirty days (30) prior written notice to the other party. In the event this agreement is terminated by either party, AJF shall be entitled to hold all inventory and merchandise stored at its facility until all of customer invoices, charges, expenses due to AJF are paid in full. In addition, customer agrees to pay AJF and its representatives all costs, expenses, charges and fees including reasonable attorney fees, relating to the collection of any past due payment. In the event of a termination of this agreement for any reason AJF receives all payments in full, both parties will cooperate to ensure the orderly transfer of any customer property held at AJF as directed by customer, such transfer shall commence within 10 days of the date of termination.

WORKING HOURS/PERFORMANCE CRITERIA

39. AJF normal working hours are Monday to Friday from 9am to 5pm (except Federal Holidays). Due to the nature of AJF and customer business, it may be necessary to extend such normal working hours from time to time. In the event customer requires AJF to perform services beyond the normal working hours listed above, AJF shall use its reasonable best efforts to fulfill any reasonable requests by customer particularly during customer peak season. Any agreement or decision regarding the extension of working hours (OVERTIME) shall be made only after AJF and customer shall have conferred in good faith to review each such situation and will be determined on a case by case basis depending on the availability and amount of services required.

INVOICING

40. All invoice are due Net 15 days.

41. If customer fails to make payments in accordance with the terms of this agreement AJF shall notify customer of such failure. If customer fails to make payment within 30 days AJF shall be entitled to finance charges of the said balance according to the prevailing market rate and after 60 days to suspend performance of its services under this agreement. Customer shall not be entitled to recover from AJF any delay or other consequential damages as a result of the invocation of this provision of the agreement.

PERFORMANCE OBLIGATIONS

In the event that AJF or any parent, subsidiary or affiliate of AJF with whom customer has an agreement fails to perform or improperly performs any obligation or service, including but not limited to, the providing of computer related equipment and services such as computer hardware, software programs and/or systems which is required to be performed or provided by AJF under this contract or such other agreement hereinafter referred as Performance Failure as result of which customer sustains damage, customer hereby agrees in lieu of and as full compensation for all damages, rights, claims and remedies of customer, against AJF, customer shall be limited, as liquidated damages to a sum equal to the lesser of:

- a) The actual damages sustained by customer as a result of such Performance Failure.
- b) The sum due to AJF for the specific individual obligation or service required to be performed at AJF which obligation or service AJF failed to perform or improperly performed for the goods in question.

For the clarification, service cost such as pick and pack, cost of ticketing, etc.

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THE ABOVE QUOTATION IS HERE BY ACCEPTED AND TERMS HEREIN AGREE TO.

On Behalf of AJF

. On Behalf of Depositor

Date: _____

Date: _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____