

Provisions, Limitations, Terms and Conditions of Contract

1. OWNERSHIP OF GOODS

The Depositor has represented to the Warehouseman that the Depositor has the lawful possession of and legal right and authority to store all of the property described on the front page of this document (the Goods), in accordance with the provisions, limitations, terms and conditions herein set forth; and if there be any litigation concerning the Goods, the Depositor agrees to pay all storage and other charges together with costs and expenses, including attorney's fees, which the Warehouseman may reasonably incur or become liable to pay in connection therewith. The Warehouseman shall have a lien on the Goods for all storage and other charges and for such costs and expenses.

2. STORAGE PERIOD AND CHARGES

(a) Unless otherwise agreed in writing, all charges for storage are per package or other agreed unit per month.

(b) The storage month begins on the date that Warehouse accepts care, custody and control of the Goods, regardless of unloading date or date of issue of warehouse receipt.

(c) Except as provided in paragraph (d) of this section, a full month's storage charge will apply to all Goods received between the first and the 15th of the month, 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 upon receipt of invoice.

(d) When mutually agreed in writing by the Warehouse and the Depositor, a storage month shall extend from a date in one calendar month to, but not including, the same date of the next and succeeding months.

3. CORRECTION OF ERRORS

Unless notice is given in writing to the Warehouseman within fifteen days after mailing, this receipt and contract will be deemed to be correct, complete and the terms and conditions accepted.

4. LIABILITY OF WAREHOUSEMAN

It is agreed that said Goods be moved, packed, stored, shipped, forwarded or otherwise handled at Depositor's risk with respect to damage, loss or delay caused by acts of God or the public enemy war, insurrection, strikes, labor troubles, riots, earthquake, nature of property or defect or inherent vice thereof, deterioration by time, moth, termites, vermin, rodents leakage and the Warehouseman shall not be chargeable with knowledge of the contents of containers or the conditions thereof. Goods that are perishable or that are susceptible to damage through changes of temperature or other causes incident to ordinary storage will be accepted only at owner's risk.

The Warehouseman shall only be liable for its failure to use ordinary care and then only upon the basis of Depositor's declared value of the Goods. The burden of proving negligence or failure to use the care required by law shall be upon the Depositor.

5. SERVICES TO STORED GOODS

The services required of Warehousemen are limited to storage, packing, moving and shipping unless specifically requested by the Depositor through written request to the Warehouseman and the Warehouseman does accept to additional attention or service.

6. INSURANCE

Liability of the Warehouseman for loss of or damage to goods shall in no case exceed \$8.00 per cubic foot or 25 cents per pound, according as weight or size determines the rate, unless excess value is declared by the customer at the time the Goods are stored. A charge will be made for such excess value in an amount equal to .60 cents per \$1,000.00 of value per month.

7. BUILDINGS - FIRE - WATCHMAN

No warranty or representation is made that any of the Warehouseman's depositories are fireproof or that the Goods stored therein cannot be destroyed by fire. The Warehouseman shall not be required to maintain a watchman.

8. TRANSFER OF GOODS

It is agreed that the Warehouseman may, without notice to Depositor, transfer the Goods from the address shown herein and store same in any other depository or building of the Warehouseman, whether owned or leased, and may move the same, at any part thereof from one location within a building to another.

9. DELIVERY AND ACCESS TO GOODS

The Goods deposited hereunder will be ready for delivery upon notice, to the Depositor or to any specified person on his or her behalf on the presentation of written authority executed by said Depositor and providing that all storage and other charges owing to the Warehouseman are paid in full. The Warehouseman will not be responsible for delays in delivery caused by strikes or other conditions beyond its control. No transfer of this receipt will be recognized unless all charges are paid and the transfer is recorded on the books of the Warehouseman.

10. CHANGE OF ADDRESS

Notice of any change of address of the Depositor must be given by the Depositor to the Warehouseman in writing and acknowledged in writing by the Warehouseman.

11. TIME FOR FILING CLAIMS - ARBITRATION

The Warehouseman shall not be liable for the loss, destruction, or damage to the goods or any part thereof unless a claim in writing therefore is presented to the Warehouseman within fifteen days after the delivery of the Goods. Any dispute or claim arising out of or for the breach of this agreement or in connection with the Goods stored hereunder, whether founded in tort or contract, shall be settled by arbitration under the Arbitration Law of the State of Texas and under the rules of the American Arbitration Association, provided, however, that upon any such arbitration, the arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared or agreed valuation of the Goods and the definition of liability of the Warehouseman. The Warehouseman and Depositor shall share equally the cost of arbitration. Court costs shall be borne by the losing party.

12. TERMINATION OF STORAGE

Warehouseman retains the right to terminate the storage of the Goods for any reason by giving the Depositor thirty days notice of its intent to do so. The Depositor must make arrangement for the removal of the Goods from the storage facility at termination.

READ THIS RECEIPT AND CONTRACT