

NEW CUSTOMER CREDIT APPLICATION FORM

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CONTRACT TERMS AND CONDITIONS FOR GENERAL MERCHANDISE

TENDER FOR STORAGE – Sec. 1(a). Goods will be received for general storage only.

(b). The bailor shall furnish at or prior to delivery at the warehouse, a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired; otherwise the goods may be stored in bulk lots at the discretion of the warehouseman and will be charged for accordingly. Any sorting or segregation requested shall be subject to an additional charge.

STORED PERIOD – If a bailor's goods are received by the warehousemen on any day of the month from and including the 1st day of the month up to and including the 15th day of the month, it shall be deemed to be a one (1)-month storage for purposes of storage charges. If a bailor's goods are received by warehousemen on any day of the month from and including the 16th day of the month up to and including the last day of the month, it shall be deemed to be a half (1/2) a month for purposes of storage charges. Once a bailor's goods are received by the warehousemen on any day of a particular month, the same bailor's goods shall be charged for one (1)-month storage charges as long as the warehousemen continue to store the same bailor's goods for the next succeeding month regardless of the length of the time during which warehousemen continue to store the same bailor's goods. By way of an example, if a bailor delivers goods on 5th day of the month, the bailor will incur will a one-month storage charges for that month. If the same bailor's goods are shipped out on the 2nd day of the next succeeding month, the bailor will incur an additional one-month storage charges. If a bailor delivers goods on 17th day of the month, the bailor will incur half a month storage charges for that month. If the same bailor's goods are shipped out on the 1st day of the next succeeding month, the bailor will incur an additional one-month storage charge.

INSURANCE, STORAGE RATES, EXPIRATION AND TRANSFERS - Sec. 3(a). All charges for storage are on a month to month basis unless otherwise provided. Charges for any particular lot shall begin at the receipt of the first unit of that particular lot in store and shall continue to include the storage month during which the last unit of the particular lot is delivered. Charges will be made on the basis of the maximum number of unit in any particular lot in store during a storage month. All charges for storage are due on the first day of a storage month, and all other charges are due when incurred.

(b) Instructions to transfer goods on the books of the warehouseman shall be in writing, and are not effective until received by him, and all charges up to the time transfer is made are chargeable to the bailor of record. If a transfer involves rehandling the goods, it will be subject to a charge to the transferor.

(c) 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.

(d) The warehouseman reserves the right to remove, at its own expense of transfer, and without increasing its liability by reason thereof, any goods in storage from any part of the building in which they may be stored to any other part of the same building or to any other building of the warehouseman, provided, however, that the removal of goods from one building to another building shall be made only upon notice sent by registered mail to the bailor of record, and when a negotiable warehouse receipt has been issued, to the last known owner thereof, at his last known place of business abode.

(e) When rates are quoted by weight, they will, unless otherwise specified, be computed on gross weight and 2,000lbs. shall constitute a ton.

(f) **GOODS WILL NOT BE INSURED UNLESS REQUESTED BY THE BAILOR IN WRITING AND CONFIRMED BY THE WAREHOUSEMAN IN WRITING.**

(g) The warehouseman shall not be responsible for any seizure of goods by any court, agency, or officer of the federal, state or local government.

HANDLING – Sec. 4(a). Handling charges cover the ordinary labor and duties incidental to receiving goods at warehouse door, stowing and delivering to warehouse door, but do not include unloading or loading of cars, vehicles, or vessels, unless so specified in writing. Handling charges will be billed with the storage for the first month.

(b) Goods at the request of a bailor, received or delivered during other than usual business hours will be subject to an additional charge.

CAR UNLOADING AND LOADING – Sec. 5(a). Charges for unloading of cars include use of private railroad siding, labor required to or from warehouse door, and billing of car.

(b) Dunnage and fastenings supplied by the warehouseman in unloading cars containing goods are chargeable to the bailor.

DELIVERY REQUIREMENTS – Sec. 6(a). No goods shall be delivered or transferred except upon receipt by the warehouseman of complete written instructions properly signed by the bailor. However, at the option of the warehouseman, goods may be prepared for delivery upon instructions by telephone subject to written confirmation, but the warehouseman shall not be held responsible for damage, delay or demurrage resulting from any error made in the preparation and transmission of said oral instructions.

(b) When a negotiable receipt has been issued, no goods covered by that receipt shall be delivered or transferred on the books of the warehouse unless the receipt properly endorsed, is surrendered for cancellation or for notation of partial delivery thereon. If a negotiable receipt is lost, stolen or destroyed, delivery of the goods or issuance of a substitute document may be made only upon the order of a court of competent jurisdiction pursuant to the Uniform Commercial Code. The bailee may, however without court order, deliver goods to a person claiming under a missing negotiable document if the claimant posts security with the warehouseman in an amount at least double the value of the goods at the time of posting to indemnify any person injured by the delivery who files a notice claim within one year after delivery.

(c) When goods are ordered out, a reasonable time shall be given to the warehouseman to carry out instructions, and if such reasonable time extends beyond the expiring storage dates, the goods will be subject to charges for another storage month. If, however the warehouseman is unable, after the expiration of such reasonable time to effect delivery before expiring storage dates due to the occurrence of any of the events set forth in Section 10 hereof, or in the event the warehouseman has given notice pursuant to Section 7-206 of the Uniform Commercial Code, the goods remaining in the warehouse shall be subject to storage charges only for that part of the next succeeding storage month during which the goods remain in store.

BONDED STORES – Sec. 7. A Charge in addition to regular rates will be made for merchandise in bond.

MINIMUM CHARGES – Sec. 8. A minimum charge will be assessed for storage, handling and other services.

SERVICE – Sec. 9(a). All service on behalf or in the interest of the bailor including but not limited to shipping, special handling, special warehouse space, material drayage, repairing, cooping, sample, weighing, repiling, inspection, physical warehouse checking, compiling stock numbers, handling railroad expense bills, etc., are chargeable to the bailor.

(b) Shipping includes marking, tagging, billing, procuring or preparing and forwarding bills of lading and is chargeable to the bailor.

(c) Freight and other disbursements made on behalf of the bailor are due and payable on demand and subject to interest from date billed by the warehouse.

(d) Bailors, including holders of negotiable receipts, may, subject to government or insurance regulations and reasonable limitations, have access to their goods in store when accompanied by warehouse employees whose time is chargeable to the bailor.

(e) A charge in addition to regular rates will be made for the issuance of negotiable instruments.

LIABILITY AND LIMITATION OF DAMAGES – Sec. 10(a) COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DESTRUCTION OF GOODS, HOWEVER CAUSED, UNLESS SUCH LOSS DAMAGE OR DESTRUCTION RESULTED FROM THE COMPANY'S FAILURE TO EXERCISE SUCH CARE IN REGARD TO THE GOODS AS A REASONABLE PERSON WOULD EXERCISE UNDER LIKE CIRCUMSTANCES. COMPANY IS NOT LIABLE FOR DAMAGES WHICH COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

(b) COMPANY AND STORER AGREE THAT COMPANY'S DUTY OF CARE REFERRED TO IN SECTION 10(a) ABOVE DOES NOT EXTEND TO PROVIDING A SPRINKLER SYSTEM AT THE WAREHOUSE COMPLEX OR ANY PORTION THEREOF.

(c) 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.

(d) IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION TO GOODS FOR WHICH THE COMPANY IS LEGALLY LIABLE, STORER DECLARES THAT COMPANY'S LIABILITY SHALL BE LIMITED TO NO MORE THAN \$.50 PER POUND OR MARKET VALUE,

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CONTRACT TERMS AND CONDITIONS FOR GENERAL MERCHANDISE (CONT'D)

WHICHEVER IS LESS FOR SAID LOST, DAMAGED, AND/OR DESTROYED GOODS. PROVIDED, HOWEVER THAT WITHIN A REASONABLE TIME AFTER RECEIPT OF THIS WAREHOUSE RECEIPT, STORER MAY, UPON WRITTEN REQUEST INCREASE COMPANY'S LIABILITY ON PART OR ALL THE GOODS IN WHICH CASE AN INCREASED CHARGE WILL BE MADE BASED UPON SUCH INCREASED VALUATION; FURTHER PROVIDED THAT NO SUCH REQUEST SHALL BE VALID UNLESS MADE BEFORE LOSS, DAMAGE OR DESTRUCTION TO ANY PORTION OF THE GOODS HAS OCCURRED. THE COMPANY'S MAXIMUM LIABILITY SHALL IN NO EVENT EXCEED THE ACTUAL INITIAL COST OF GOODS.

(e) THE COMPANY'S LIABILITY SHALL BE STORER'S EXCLUSIVE REMEDY AGAINST COMPANY FOR ANY CLAIM OR CAUSE OF ACTION WHATSOEVER RELATING TO LOSS, DAMAGE AND/OR DESTRUCTION OF GOODS AND SHALL APPLY TO ALL CLAIMS INCLUDING INVENTORY STORAGE AND MYSTERIOUS DISAPPEARANCE CLAIMS UNLESS STORER PROVES BY AFFIRMATIVE EVIDENCE THAT COMPANY CONVERTED THE GOODS TO ITS OWN USE. STORER WAIVES ANY RIGHTS TO RELY UPON ANY PRESUMPTION OF CONVERSION IMPOSED BY LAW. IN NO EVENT SHALL STORER BE ENTITLED TO INCIDENTAL, SPECIAL, PUNITIVE CONSEQUENTIAL DAMAGES OR LOST PROFITS.

NOTICE OF CLAIM AND FILING SUIT – Sec. 11(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 A REASONABLE TIME, NOT EXCEEDING 60 DAYS AFTER STORER LEARNS OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF SUCH LOSS, DESTRUCTION AND/OR DAMAGE.

(b) AS A CONDITION PRECEDENT TO MAKING ANY CLAIM AND/OR FILING ANY SUIT, STORER SHALL PROVIDE COMPANY WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS WHICH ARE THE BASIS OF STORER'S CLAIMS.

(c) NO LAWSUIT OR OTHER ACTION MAY BE MAINTAINED BY STORER OR OTHERS AGAINST COMPANY WITH RESPECT TO THE GOODS UNLESS A TIMELY WRITTEN CLAIM HAS BEEN PROVIDED IN PARAGRAPH (a) OF THIS SECTION AND UNLESS STORER HAS PROVIDED WAREHOUSEMAN WITH A REASONABLE OPPORTUNITY TO INSPECT THE GOODS AS PROVIDED IN PARAGRAPH (b) OF THIS SECTION AND UNLESS SUCH LAWSUIT OR OTHER ACTION IS COMMENCED WITHIN NINE (9) MONTHS AFTER STORER LEARNS OR, IN THE EXERCISE OF REASONABLE CARE, SHOULD HAVE LEARNED OF THE LOSS AND/OR DESTRUCTION OF AND/OR DAMAGE TO THE GOODS.

INDEMNIFICATION – Sec. 12. Bailor hereby agrees to indemnify, defend and hold Company and its affiliates, and each of their respective directors, shareholders, members, partners, and officers and other employees, from and against any and all damages, costs, expenses, losses, claims, demands, liabilities, awards, judgments, and obligations (including, without limitation, reasonable fees and disbursements of counsel) arising from, relating to, or in any way sustained or incurred, directly or indirectly, by reason of (i) Bailor's negligence, gross negligence, recklessness, or intentional misconduct in the performance of its obligations under this Terms and Conditions for General Merchandise of New Customer Credit Application, or (ii) Bailor's breach of any of its duties, responsibilities, covenants, or other obligations under this Terms and Conditions for General Merchandise of New Customer Credit Application, or (iii) Bailor's violation of any laws, rules, regulations or ordinances applicable to the goods being tendered to Company.

SCHEDULE OF CHARGES – Sec. 13. Whenever provision is made in these Contract Terms and Conditions for a charge or charges by the warehouseman, such charge or charges will conform to the warehouseman's rates in effect at the time the charge accrues or the service is performed.

SUBSEQUENT HOLDER OF NEGOTIABLE WAREHOUSE RECEIPTS – Sec. 14. Persons, firms, and corporations to whom negotiable warehouse receipts have been negotiated shall promptly notify the warehouseman in writing wherein the following information shall be set forth; number of warehouse receipt, name and address of holder, the date upon which the receipt has been transferred. Such notification shall be given in person or by registered mail.

SEC. 15. ANY TERMS OR CONDITIONS NOT HEREIN EXPRESSLY PROVIDED FOR SHALL BE DETERMINED IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE.

ENTIRE AGREEMENT – Sec. 16. This document is the entire agreement between the warehouseman and the bailor. Any change, addition, deletion or other modification shall be null and void unless in writing and signed by the warehouseman.

BINDING EFFECT – Sec. 17. This document is binding upon and insures to the benefit of the warehouseman, the bailor and their respective successors in interest.

ACKNOWLEDGED RECEIPT OF CONTRACT TERMS & CONDITIONS

*** FOR CMC LOGISTICS, LLC OFFICE USE ONLY ***			
<u>Frozen</u>	<u>Refrigerated</u>	<u>Ambient</u>	
Storage: _____	_____	_____	Unloading: _____ Shrinkwrap: _____
Handling: _____	_____	_____	Sorting: _____ Pallets: _____
Renewal: _____	_____	_____	Labeling: _____ Release Chrg: _____
Cross-Dock: _____	_____	_____	Take Weights: _____ Other: _____
Sales Manager	Date	Billing Setup Approval	Date
Manager Approval		Date	
Client Signature		Date	