



*Over five million cubic feet of refrigerated facilities*

## **STANDARD TERMS AND CONDITIONS**

These products are stored and handled subject to the rules, rates and charges as published in our warehouse schedules, and as such amendments as may hereafter be added.

Rates do not include fire, earthquakes or other insurances. We do not arrange for insurance except upon written instruction.

We will not be responsible for loss or error occasioned by taking orders by telephone.

It is hereby agreed that this Company is not responsible for shrinkage in weights or evaporation; or for loss or damage caused by fire (from any cause), delay, taint, rot or other inherent qualities of the merchandise; or by earthquakes, explosions, riots, strikes, natural or providential causes or other causes beyond its control; or by breakage, leakage, improper packaging, pilferage, theft, ramage, vermin, or water (from sprinklers or otherwise); or by destruction of, or interference with the refrigeration or cooling apparatus, connection or supply pipe or interruption of the refrigeration process; or by temperatures furnished or for any loss or damage whatsoever in nature and exercise the ordinary care required of warehousemen by law. This Company will not be responsible for any special service or temperature not expressly undertaken by it in writing.

It is agreed that this company shall not be liable for any claim whatever, unless presented in writing within thirty days after the termination of this bailment. No increase in the market value of products herein describe, subsequent to the date of termination of this bailment shall be taken into account in ascertaining the amount of damage, if any.

If any of the operations or facilities of, or connected with said warehouse shall be damaged or interrupted or if it shall become unlawful, or in the opinion of the warehouseman unsafe or detrimental to any other business of the warehouseman, or to any other products in storage, to continue the storage of all, or any part of, the products herein described, the warehouseman may

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terminate this bailment and require immediate removal of said last mentioned products, in whole or in part, by and upon depositing in the United States mail at the city of Los Angeles & written notice to that effect addressed to the person for whose account or order this receipt was originally issued, as stated herein at the last known address of said person, and all storage and other charges and liabilities connected with said bailment shall become immediately due and payable to the warehouseman the aforesaid deposit of such notice and upon the expiration of forty-eight (48) hours thereafter all liability of the warehouseman for any of the products required to be removed shall wholly cease.

All charges for storage hereunder shall be payable in advance in the manner and at the times herein indicated, and if not so paid the bailee shall have a lien on all products for all its charges, but in the meantime shall be liable only to the extent of the liability of a gratuitous depository.

The provisions of this receipt shall apply to and bind the bailor, his heirs, personal, representatives and assigns and the party accepting this receipt thereby agrees to its conditions.

All warehouse charges are due and payable without deduction in event of destruction of stored property from any cause, excepting bailee's lack of ordinary care.

This company will not be responsible for mis-deliveries made in good faith in reliance upon order given by ostensible or supposed agents of the owner when such deliveries are directly or indirectly induced, wither wholly or in part, by negligence, or loose practice on the part of the owner of the products.

In all proceedings to satisfy said warehouseman's lien, such lien may be deemed to have been acquired, and the sale to satisfy the same may be held at the warehouse in which said products are stored, and publication of notice of such sale, whenever requisite, may be made in any newspaper of general circulation in the city or county in which said warehouse is situated, and the person entitled to said products at the time of the original issuance of this receipt shall be deemed to be the person on whose account said products are held notwithstanding the transfer of this receipt unless the transferee shall have notified said warehouseman in writing of such transfer, then the last of such

transferee to so notify said warehouseman shall constitute a waiver, as to him, of any and all demands, notices and requirements connected with such sale.

This company reserves the right at its own expense to move the products herein described from one storage room to another or, upon notice to last known holder of this receipt said products to any other warehouse operated by it.

Weights indicated on your transfer receipt or invoice are simply a basis upon which we figure storage charges. Guaranteed weights must be evidenced by weighmaster's certificate. Weight is indicative of value not in excess of \$1000.00 per ton for purposes of this contract and commercial code #7309 (2) unless a higher value is established in accordance with the provision herein.